Solicitors' Journal.

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CASES REPORTED IN THE WEEKLY REPORTER.

CURRENT TOPICS.

MR. JUSTICE DENMAN, who is to take the work of Mr. Justice Fry's court during the absence of the latter learned judge on circuit, will not sit before Monday, July 5.

THE VACATION JUDGES this year will be Mr. Baron Pollock and Lord Coleridge. The former will undertake the first half of the Long Vacation, and the latter the second half. Regulations as to the course of the vacation business will be issued shortly.

THE COURT OF APPEAL at Lincoln's-inn has risen for a few days' interval, and will resume its sittings on Tuesday next. As the Westminster division of the court will not sit again till after the Long Vacation, the court at Lincoln's-inn, besides hearing chancery appeals, will hear interlocutory appeals from all the Divisions.

NOW THAT SO MUCH ELECTIONEERING is done by local political associations, it becomes important for candidates to ascertain how far they may be made responsible for the acts of the members of these bodies; and the decision on Tuesday on the Bewdley petition will not tend to diminish the desire for information on this matter. The views of the judges have not always been consistent. In the *Taunton case* (1 O'M. & H. 181), Mr. Justice Blackburn seemed to lay down the rule that where a candidate knows of, and permits, the co-operation of a local political association a presumption arises that the members of the association are his agents. On the other hand, in the *Windsor case* (2 O'M. & H. 88), Mr. Baron Bramwell held that a member of a committee which had been formed for the express purpose of promoting the election of the respondent was not necessarily his agent. "If," he said, "we were to hold this man to be an agent, it would make the law of agency, as applicable to candidates, positively hateful and ludicrous." And in the *Westminster case* (2 O'M. & H. 66) Mr. Baron Martin refused to consider as the agent of the respondent a member of a political society, the funds of which were largely furnished by the respondent, and were spent in canvassing persons to vote for him. In this case, however, there was evidence that the association was an agency independent of the candidate, and acting on its own behalf. In the recent *Westbury case*, decided last month, Mr. Justice Lush and Mr. Justice Manisty took the same view. In that case the political association had an office of its own distinct from that of the candidate, and there was no interchange of information between them, beyond an occasional inquiry to know how matters were going on; there was no communication between the candidate and his agents and the association, and each party acted independently of the other in furtherance of their common purpose. The judges held that no member of the association was, as such, an agent for the respondent for any purpose in connection with the election. In the *Bewdley case*, on the contrary, the political association was shown to be in intimate relations with the agents of the candidate, exchanging information as to the canvassing of voters and the conduct of the election; and the judges held that under these circumstances the members of the association were agents of the candidate. The lesson for a candidate appears to be to let the political association advocate his cause, canvass for him and do its best to secure his return, but to take care that all this work is done independently of the candidate and without communication with his agents.

IT IS NOT VERY CLEAR how the judicial arrangements of this country are arrived at, but we should suppose that they are the result partly of the general control exercised by the Lord Chancellor and partly of the judges' own views. It is impossible to help wondering how such an extraordinary arrangement can have been made as that by which Mr. Justice Fry goes circuit and Mr. Justice Denman is to act as a chamberless Vice-Chancellor. It has at various times been put forward as the correct theory on the subject that every judge ought to administer all branches of the law, and it is suggested that otherwise the coherence and unity of the whole system of law which is so desirable cannot be preserved. There is some truth in this theory, but it seems more than doubtful how far it is applicable to courts of first instance, at any rate in a country where, as in England, the other system has long prevailed. It would seem sufficient at present that in the courts of appeal, where there is more time for argument and investigation, the judges should apply themselves to all branches indiscriminately. This would tend to prevent that divergence which is so much objected to. But in a court of first instance, where a great deal of business has to be rapidly transacted, requiring familiarity with matters of practice and the administrative machinery of the particular branch, it seems eminently desirable that the judge whose practice has been specially conversant with the matters in hand should be employed. To strike the just balance between the advantages secured by the great principle of the division of labour and the narrowness which its excessive application entails, is a problem which arises not only in law but in respect of many other matters. A man who got his cook to drive his

carriage and his coachman to cook the dinner would be generally considered to have gone too far in his appreciation of the advantages of versatility. At least, while he was living in the transition period, before his coachman had got the requisite familiarity with the use of saucepans, and the cook with the management of the ribbons, we are disposed to think that few of his friends would accept his invitations to dinner, or be disposed to have a lift in his carriage. We cannot help thinking that there is a certain recklessness of the interests of individuals in the application of this desire for fusion which sends Vice-Chancellors to try murders, and puts common lawyers to deal with questions about marriage settlements and administration suits. It may be that in consequence years hence some theoretical excellence may be attained; but miscarriages of justice which wreck individuals' lives and fortunes are perhaps a heavy price to pay for the advantages secured.

The Court of Appeal seems to have felt little difficulty last week in disposing of the writ of error in the case of *The Queen* v. *Orton, alias Castro*. The substantial point involved in the case was the question as to the power to impose a sentence to commence at the expiration of another sentence in cases of misdemeanour. This was, however, decided long ago by *Wilkes' case*, which has been followed ever since. The distinction taken was that in *Wilkes' case* there had been two indictments, whereas in the present case there were two counts for different misdemeanours included in one indictment. This distinction seems to derive most of its force from the words of the statute which imposes the punishment on perjury, though the argument to be derived from the words hardly seems to have been fully brought forward. The words are, "It shall be lawful for the court before whom any person shall be convicted of perjury to order such person to be transported beyond seas for a term not exceeding seven years, and thereupon judgment shall be given that the person convicted shall be transported accordingly over and besides such punishment as shall be adjudged to be inflicted on such person agreeably to the laws now in being." Now, it does not seem to us altogether absurd to contend that, under these words, there can be only one sentence on one conviction, and that there can only be one conviction for this purpose at one and the same trial. We do not say that this would be according to the reason of the thing, but criminal statutes are to be construed strictly, and it may be that the Legislature have not used words which clearly enough point to that which would be the reason of the thing—viz., that a man being tried simultaneously for two misdemeanours may receive a separate punishment for each. It may be answered, however, that, if *Wilkes' case* is right, there might be two cumulative sentences of transportation on different indictments; and, if so, it is absurd that there should be any difference merely because the offences were made the subject of one trial instead of two. The court, in the recent case, ridiculed the argument that the sentence was bad because it did not inflict the common law punishment of imprisonment in addition to penal servitude; but when it is considered that the seven years' transportation was to be in addition to such punishment, one doubts whether it could have been contemplated by the Legislature that there should be two periods of transportation additional to two common law imprisonments. How are these to be arranged? Could the prisoner be imprisoned for a month and then transported, and then brought back again and imprisoned for another month, and then transported again? This, of course, would be absurd. Could the sentences then be so dovetailed into one another that the two periods of imprisonment should both take place before the double period of transportation? These are matters of form, no doubt, but they lead one to doubt whether the case was present to the minds of the Legislature when passing the statute, and whether they really anticipated two cumulative periods of transportation. We confess to thinking that the point upon the words of the statute presents a little more difficulty than the court appeared to find in it.

A letter from Mr. Addison on the Leases Bill, which will be found in another column, states very clearly conclusions deserving great respect, as being derived from wide practical experience. There are only two points on which we differ from our correspondent. He objects to the clause in Lord Cairns' Bill requiring the landlord to give notice before exercising his right of re-entry, on the ground that there are cases where summary enforcement of rights is very important to a lessor. This is a good argument against interfering in any way with the operation of the proviso for re-entry, but it does not seem difficult to modify Lord Cairns' clause so as to render it even less liable to this objection than the remedy which Mr. Addison advocates. As it stands the clause appears to us to be too sweeping, and the operation of the provision as to the breach being remedied or compensation paid by the tenant within a reasonable time, ought to be expressly made contingent on the breach being one capable of remedy, or being a reasonable subject for compensation, having regard to the interests of the landlord. So limited we do not see that the clause would be open to Mr. Addison's objection. If the operation of the whole measure were limited to leases not at rack rent, we are disposed to think that no such limitation would be required. The other point on which we differ from Mr. Addison is as to this limitation of relief to leases not at rack rent. Whether this limitation is inserted in the Bill or not, there can be little doubt that if the Bill becomes law the judges in general will be unable to discover in the case of forfeiture of leases at rack rent any substantial hardship calling for relief, and so the operation of the measure will be practically restricted to leases not at rack rent. But by not inserting the provision in the Bill, encouragement is given to applications to the court by lessees at rack rent; scope is afforded for the practical application of the views of eccentric judges, or judges who may have strong opinions against forfeiture; and lessees at rack rent are tempted by the chance of relief against forfeiture to looseness in the performance of the obligations they have entered into. As to Mr. Addison's point that a lease originally at rack rent may become valuable, we imagine that it will be for the judge to say whether the lease with reference to which the application for relief is made is or is not *at that time* a lease not at a rack rent. We are disposed to agree with Mr. Addison that it is a mistake to exclude from the operation of Lord Cairns' Bill clauses prohibiting assignments without licence. There is no doubt that a good deal of extortion is practised with reference to these licences, and power should be given to the court to settle reasonable terms in cases where it is right that assignment should be allowed.

A correspondent encloses to us a copy of a letter which he has addressed to the Lord Chancellor with reference to the delays in the office of the Chancery Paymaster. He says:—

"If I send my pass-book to my bankers to be made up, I can always get it the next day, or at the furthest in two days' time. In the case of the Paymaster-General in Chancery I have left a transcript of account somewhere about five weeks to have a few entries posted. My managing clerk informs me that in answer to repeated inquiries he is told, 'It is not a bit of use sending; you must wait patiently.' . . . In every case with which I have had anything to do I have experienced the same preposterous delays in this branch of the offices."

Most practitioners can testify that the complaint of delay in the Chancery Paymaster's Office is but too well founded, and that for years past the progress of business

in that office has been unsatisfactory. At the same time it should be borne in mind that the fault in a great measure lies at the door of the Treasury. The office is undermanned, and the fact has been repeatedly brought to the notice of the authorities, but hitherto without result.

The Paymaster has this week received a reprimand in open court from the Master of the Rolls for his non-acceptance of the recent allotment of London and North-Western Railway Stock in respect of the several sums of the stock of that railway standing in his name. We must say that, although we have no great affection for the Chancery Paymaster, we think the observations of the learned Master of the Rolls were made without due consideration. The Chancery Paymaster is not entitled to deal in any way with the funds under his control except in pursuance of an order of court. He has no knowledge whatever as to the rights of the parties to an action, and has no means of knowing who may be entitled to require his acceptance of the newly allotted stock. Besides this, it must be remembered that the acceptance of the stock necessitates payment being made in respect of it. Where is the money for this purpose to come from? Without the order of the court the Paymaster cannot obtain this money, and he cannot be expected to incur a personal liability to pay for a large amount of railway stock which he would not know what to do with. In cases where stock has been a redeemable stock, such as the old East India Ten per Cents., there is good reason why the court should make a general order directing the Chancery Paymaster to accept the *substituted* stock. But a "general order" could not be made universally applicable in such a case as the recent allotment of fresh railway stock, and the circumstances of each case must guide the court in its directions with respect to the stock allotted.

In the case before the Birmingham County Court, reported *ante*, p. 633, in which an objection was taken to the certificate of registration of a bill of sale, on the ground that there was no commissioner in existence named "Edward B.," by whom it purported to be signed, it was explained on the further hearing, on the 23rd inst., that it was a clerical omission on the part of a person in the Bill of Sale Office. The signature was originally written in full, and the objection was met by the production of a corrected office copy.

In the recent cases of *Lucas* v. *Cooke*, before Mr. Justice Fry (28 W. R. 439), and *Dicks* v. *Brooks*, before the Court of Appeal, it was held that in an action for infringement of copyright in an engraving taken from a painting, the burden lay upon the plaintiff of proving that the picture, of which complaint was made, was in fact pirated from the engraving of which the plaintiff was the owner, and was not taken from the original painting or from an engraving made by a different artist. The Tribunal of Commerce of the French Department of the Seine has just decided in the same way in an action brought against a French firm of publishers, who had brought out one of the well-known tales of M. Jules Verne—L'Ile Mystérieuse—and had assigned to the plaintiffs the right of translation into and publication in Spanish, with the original plates. The plaintiffs, failing to show any exclusive assignment to them of the right of publication, fell back upon an allegation that the engravings embellishing the Spanish edition complained of were furnished by the defendants to the publishers of that edition; but the plaintiffs failed to discharge the burden of proof which the court held to rest upon them in this respect, or to show either that the engravings were taken from the original blocks, or had been supplied by the defendants, and they consequently failed. It would be rather too much if, in cases of alleged infringement of artistic copyright the plaintiff were to be entitled to assume in his own favour the fact of infringement on which the case principally turned.

PLANS ANNEXED TO PARTICULARS OF SALE.

The lesson of the recent case of *In re Arnold, Arnold* v. *Arnold* (28 W. R. 635) is that vendors' solicitors should look very carefully to the plans which are sometimes annexed to the particulars of sale. "In considering what the particulars of sale are," said Baggallay, L.J., "it is, in my opinion, impossible to exclude the plan which is attached to them, and which, as everybody knows, purchasers are as much guided by as by the printed portions of the particulars." This is, of course, no new doctrine. In *Weston* v. *Bird* (2 W. R. 145), the particulars of a house were accompanied by a plan which contained an outline of a piece of common in the occupation of the vendor. The particulars did not, in any way, refer to this piece of common; but the defendant, who purchased under these particulars, alleged that he had been led by the plan to suppose that the piece of common was included in the purchase. Vice-Chancellor Kindersley declined to enforce specific performance. "A prudent and a cautious man," he said, "entertaining a doubt, would have inquired further"; but it was impossible to say that the particulars and conditions "representing the thing to be sold to the public, might not lead persons to the conclusion that the strip of land was comprised" in the sale, "although it was probable that some might not think so."

In this case there was an actual representation on the plan of certain land as being part of the premises to be sold. But a plan may also mislead by omission. Thus in *Denny* v. *Hancock* (19 W. R. 54, L. R. 6 Ch. 1), the plan annexed to particulars of sale of a house and grounds showed at the western side a strip of ground covered with shrubs or trees, but did not show three large elm trees which constituted a material element in the value of the property as a residence. The intending purchaser went to look at the property, with the plan in his hand, and found on the western side a belt of shrubs bounded on the west by an iron fence and including the three trees. After he had bought the property he discovered that the real boundary was not the iron fence, but a row of stumps which were concealed in the shrubbery. The court held that the plan was calculated to deceive the purchaser, and refused to enforce specific performance. According to Lord Justice Mellish, in his judgment in this case, where there is on the property to be sold an apparent visible boundary distinct from an almost invisible real boundary, it is necessary to show on the plan the relative situations of the real and apparent boundaries.

In *Boscomb* v. *Beckwith* (L. R. 8 Eq. 100), upon the plan annexed to particulars of sale the different lots were coloured, and the land belonging to adjoining owners was left uncoloured and marked with their names. A piece of land reserved by the vendor was left uncoloured, but was not marked with his name. The estate was sold subject to conditions providing that no public-house should be built and no trade carried on upon the property. The late Master of the Rolls refused to compel a purchaser of one of the plots to complete his purchase unless the vendor would enter into restrictive covenants as to the excepted piece of land. "Another circumstance," he said, "which has great weight with me is the fact that in the plan nothing in the shape of colour, or of the name of the proprietor, appears on this unsold plot to mark that it was part of the estate belonging to the vendor. [The auctioneers] state that it is a frequent occurrence to reserve a few plots on the sale of a building estate, in order that they may be free from the building covenants, and that it is not the usual practice of surveyors to mark the name of the vendor on every piece reserved from a sale. Strictly and literally I have no doubt of the truth of this evidence, but I have no evidence before me, nor do I remember ever to have seen a case establishing the practice, that when the

vendor professes to print the names of the adjoining proprietors, he omits to print his own name on an adjoining plot, or to point out by the colour that it covers part of the estate belonging to the vendor, though not included in the sale."

Now in all these cases, it will be observed that if the purchaser, in the exercise of ordinary prudence, had asked a question or two he would have avoided all misapprehension. But the court, in considering whether it will enforce specific performance, does not consider whether the plan is likely to deceive a cautious purchaser; if it is calculated to mislead any purchaser, the court will withhold its assistance.

In *In re Arnold*, in the court below, the present Master of the Rolls seems to have dissented from this view. According to the particulars one of the parcels of a farm, No. 490a., contained about four acres, but a plan was annexed to the particulars, upon which 490a., as coloured, appeared to contain about seven acres. As a matter of fact the vendor was only entitled to four undivided sevenths of 490a. The Master of the Rolls said there had been a mistake in the particulars, "a mistake which ought not to have misled a careful or prudent purchaser. . . . A very careful purchaser would have said, 'I am getting only four acres out of Bottlesey Green, 490a., which contains seven acres, and he would say, How am I only to get four acres? . . . Then he would have been told, We do not sell you any four acres, but four undivided sevenths; you will get four acres on partition. That is the only mistake in the particulars." In other words, according to the Master of the Rolls, a purchaser ought to be put on his inquiry by such a difference between the particulars and the plan. But the Court of Appeal promptly disavowed this doctrine. Lord Justice James said that if a man makes a thing calculated to mislead, it is not well for him to say, If you had been very careful, you would have found out the blunder. If the vendor did not mean to deceive, he must have overlooked the inconsistency between the plan and the particulars, although he or his agents prepared and corrected these documents; how then could he say to the purchaser, "You ought to have found out for us the very blunder which we never found out for ourselves"? And Lord Justice Bramwell laid it down distinctly that "it would be monstrous to make Mr. Borrett (the purchaser) take this estate without giving him the whole of 490a."—*i.e.*, the whole seven acres as shown on the plan. This seems to mean that if there is a plan annexed to the particulars, and differing from them, the purchaser may, if he chooses, shut his eyes to the particulars and rely upon the plan.

It is reasonable that a vendor of land in lots for the purpose of building who accompanies his particulars and conditions with a map showing the intended division of the property by new roads, should be held to thereby represent that the lots, if sold and divided at all, will be so divided; and it will not be competent for him to divide the land in a different manner so as to attract an occupancy entirely different from that which would have been produced by acting on the plan annexed to the particulars (*Peacock* v. *Penson*, 11 Beav. 355). But the mere indication on the sale plan of intended roads on adjacent land will not bind the vendor to make such roads (*Heriot's Hospital* v. *Gibson*, 2 Dow. 301; *Squire* v. *Campbell*, 1 My. & Cr. 459; *Nurse* v. *Lord Seymour*, 13 Beav. 269); nor can the purchaser under particulars having such a plan annexed, claim a right of way over such roads, except over the road adjoining his lot, and thence directly to the nearest highway (*Randall* v. *Hill*, 4 De G. & S. 343).

Where a sale plan accurately delineates the property, it is merely tantamount to a view of the property; hence, if it correctly appears upon the plan that one lot is supplied with water by a drain leading from a well in another lot, the plan will not be held to amount to an engagement by the vendor that a right to water shall be reserved in the conveyance of the lot on which the well is situate (*Forster* v. *Turner*, 6 Jur. 144).

A MAN AND HIS NAME.

IV.

Among the rights which a man has in respect of his name, not the least is the right to use it as describing his business, or indicating the produce of his manufacturing industry and ability; and the mere fact that that there is another manufacturer of the same name before him in the market does not deprive him of the right so to use his name (see *Burgess* v. *Burgess*, 3 De G. M. & G. 896; *Ainsworth* v. *Walmsley*, 14 W. R. 363, L. R. 1 Eq. 518). But the limitation must not be forgotten—viz., that the second person to use the name must not use his name with such additions or in such a manner as to cause his business or goods to be mistaken for another's. "Where a person," says Lord Justice Turner, in *Burgess* v. *Burgess*, "is selling goods under a particular name, and another person, not having that name, is using it, it may be presumed that he so uses it to represent the goods sold by himself as the goods of the person whose name he uses; but where the defendant sells goods under his own name, and it happens that the plaintiff has the same name, it does not follow that the defendant is selling his goods as the goods of the plaintiff. It is a question of evidence in each case whether there is false representation or not." From this it follows that a person whose name is the same as that of a well-known manufacturer has an advantage in this respect, that the mere fact of his using the well-known name is not of itself sufficient to convict him of fraud. There must be something more; the burden of proof is shifted on to the plaintiff, and he must show that intention to deceive which otherwise would probably be presumed. However, from the principle of the decision in *Orr Ewing* v. *Johnston* (27 W. R. 575, 28 *Ib.* 330, L. R. 13 Ch. D. 434), it appears that, if the use of the name is of itself calculated to produce deception, the second person to use the name would act wisely in taking active steps to remove the probability of deception, and should not be content with merely refraining from actually fraudulent conduct. At all events, "it is a question of evidence in each case whether there is false representation or not," and wherever there is a resemblance in the manner in which the two manufacturers use the name, though not an absolute identity, the observations of Lord Hatherley in *Taylor* v. *Taylor* (2 Eq. Rep. 290) clearly indicate the course which the court will take. "In every case," he says, "the court must ascertain whether the differences are made *bonâ fide* in order to distinguish the one article from the other, whether the resemblances and the differences are such as naturally arise from the necessity of the case, or whether, on the other hand, the differences are simply colourable, and the resemblances are such as are obviously intended to deceive the purchaser of the one article into the belief of its being the manufacture of another person. Resemblance is a circumstance which it is of primary importance for the court to consider, because if the court finds, as it almost invariably does find in such cases as this, that there is no reason for the resemblance, except for the purpose of misleading, it will infer that the resemblance is adopted for the purpose of misleading."

Acting in accordance with the law here laid down, an injunction was granted in *Rodgers* v. *Nowill* (5 C. B. 109, 6 Hare, 325)—"Rodgers' cutlery"—to restrain the use of a name which the defendants claimed as their own firm name, a jury having found that they had acted with the intention and result of deception; and a defendant, who afterwards committed a breach of the injunction, was ordered to be committed unless he adopted a mark approved by the court within a week (3 De G. M. & G. 614). So, in *Holloway* v. *Holloway* (13 Beav. 209)—"Holloway's pills"—Lord Langdale restrained the defendant from using his name upon pills and ointment so

as to cause them to be mistaken for the plaintiff's, his brother's, pills and ointment, and his lordship observed —"The defendant's name being Holloway, he has a right to constitute himself a vendor of Holloway's pills and ointment, and I do not intend to say anything tending to abridge any such right. But he has no right to do so with such additions to his own name as to deceive the public, and make them believe that he is selling the plaintiff's pills and ointment." So, in *Taylor* v. *Taylor*—"Taylor's thread"; *Clark* v. *Clark* (25 Barb. S. C. 76)—"Clark's thread"—the injunction being limited to such user of the name as should be calculated to produce deception: *Stonebraker* v. *Stonebraker* (33 Md. 252)—"Stonebraker's medicines"; *James* v. *James* (20 W. R. 434, L. R. 13 Eq. 421)—"James' horse-blisters"—where the defendant was restrained from signing his name "Robert James," and compelled to use his full name, Robert Joseph James, "Robert James," having been the name of the original inventor of the article under whom the plaintiffs claimed: *Holmes, Booth, & Hayden* v. *Holmes, Booth, & Atwood Manufacturing Company* (9 Amer. Rep. 324), where the two leading members of the plaintiffs' firm had left it and used their name again in the formation of a rival concern; and in *Gouraud* v. *Trust* (10 N. Y. Sup. Ct. 627), the defendants were restrained from making use of a name which their father had assumed (they not having themselves changed their original name), in such a way as to profit by the reputation which the father had acquired under his new name. Moreover, the fraudulent use of a man's own name has been held to render the person using it criminally responsible for obtaining money by false pretences. (*R.* v. *Dundas*, 6 Cox. 380—"Ererett's blacking").

On the other hand, the court has refused to restrain persons from the use of their own names in *Burgess* v. *Burgess* (3 De G. M. & G. 896)—"Burgess' anchovy sauce"; *Comstock* v. *White* (18 How. Pr. 421)—"A. J. White & Co.'s pills"; *Ainsworth* v. *Walmsley* (14 W. R. 353, L. R. 1 Eq. 518)—"Ainsworth's thread"; *Faber* v. *Faber* (49 Barb. S. C. 357)—"Faber's lead pencils"; *Meneely* v. *Meneely* (62 N. Y. 427)—"Meneely's bells"; *Decker* v. *Decker* (52 How. Pr. 218)—"Decker pianos"; *Gillman* v. *Hunnewell* (122 Mass. 139)—"Hunnewell's medicine"; *Prince Metallic Paint Company* v. *Carbon Metallic Paint Company* (N. Y. Sup. Ct. 1877)—"Prince's paint"; and in *Dence* v. *Mason* (Jan. 25, 1877), Vice-Chancellor Malins held that, during the continuance of a partnership between two persons named Mason and Brand, it was impossible to prohibit the use of the latter's name in the business, which was carried on as "Mason and Brand," but that after he had quitted the firm, the remaining partner had not the right to use his, Brand's, name so as to deceive. And see *McLean* v. *Fleming* (96 U. S. Rep. 246), and *Binninger* v. *Wattles* (28 How. Pr. 206).

The question is, of course, much simplified when the defendant has contracted not to use the name, and the injunction will be granted with much less difficulty, as in *Ainsworth* v. *Bentley* (14 W. R. 630), where the defendant had covenanted not to publish another periodical of like nature with *Bentley's Miscellany*, which he had sold, and then published a new magazine with his name on the cover, and *Gillis* v. *Hall* (7 Phila. 422), where a person who had sold his interest in the firm of "R. P. Hall & Co.," and in a secret preparation known as "Hall's Vegetable Sicilian Hair Renewer," covenanting not to use his name in a similar business, began to do so, and was restrained by injunction, which he afterwards disregarded, and was thereupon attached for contempt (8 Phila. 231). It is not, indeed, necessary for there to be an express covenant not to use the name when a business is being sold with the goodwill, for "when you are parting with the goodwill of a business you mean to part with all that good disposition which customers entertain towards the house of business identified by the particular name or firm, which may induce them to continue giving their custom to it, as was said by Lord Hatherley in *Churton* v. *Douglas* (7 W. R. 365, Johns. 174), (and see *Levy* v. *Walker*, L. R. 10 Ch. D. 436). In *Churton* v. *Douglas*, the principal partner in the firm of "John Douglas & Co." sold his interest in the business and goodwill to his partners, and then set up in the neighbourhood as "John Douglas & Co." In other ways, also, he represented himself to be carrying on the old business, and an injunction was granted to restrain him from so doing. It will be observed that the fact that the defendant added "& Co." after his own name in commencing his new business weighed heavily against him as evidence of fraudulent intention, and the unnecessary adoption of these words will always form an element in the case adverse to the defendant's assertion of *bona fides*. In *Fullwood* v. *Fullwood* (1) (W. N. 1873, pp. 93, 185), where an injunction was granted, this addition had been made to the name; so in *Fullwood* v. *Fullwood* (2) (26 W. R. 435, L. R. 9 Ch. D. 176); and in *Devlin* v. *Devlin* (69 N. Y. 212). In *Bond* v. *Milbourn* (30 W. R. 197) no relief appears to have been prayed in this respect, and in *Comstock* v. *White* (18 How. Pr. 421) there were several defendants trading as "A. J. White & Co.," and as one of them was named A. J. White, the name of the firm was not interfered with.

Where the sale of a business and goodwill was effected, not by the proprietor himself, but by his assignee or trustee in bankruptcy, it was thought by a judge of the Supreme Court of New York, in *Helmbold* v. *Helmbold Manufacturing Company* (53 How. Pr. 453), that the result was different from what it would have been had the sale been by the owner of the name himself, and that the assignee or trustee in bankruptcy could not deprive the owner of the right to use his own name so as to entitle the purchaser from the representative in bankruptcy to restrain the man by injunction from using his own name in connection with a new business. Having regard, however, to the case of *Bury* v. *Bedford* (12 W. R. 726, 4 De G. J. & S. 352), it hardly seems that this decision can be supported, and there does not, indeed, seem to be any adequate reason for the distinction.

Sometimes it is a company which has used as a principal feature in its trade-name the name of which complaint is made, and which the company has derived from one of its principal members; but it seems clear that the company can at all events assert no better right in the name than could have been asserted therein by the person from whom they derived it, and even that the company's rights therein may be inferior to his, for there was no natural necessity for the company to be originated under that particular name: *Massam* v. *Thorley's Cattle Food Company* (*ante*, p. 505); *McGowan Brothers' Pump Machine Company* v. *McGowan* (2 Cinc. 313); *Holmes, Booth, & Haydens* v. *Holmes, Booth, & Atwood Manufacturing Company* (9 Amer. Rep. 324).

We are requested to state that Mr. Quinn's examination of the equity classes at the Law Institution will be held in the Examination Hall on Monday, the 5th of July next. Subscribers to the equity classes are at liberty to attend. The examination will commence at eleven a.m. and close at two o'clock p.m.

It was stated recently, says the *Times*, in the *Lewiston Journal*, that Mr. A. Gibbs, a lawyer at Rochester, New York, ninety-three years old, is still in practice. A reader of that journal cut out the paragraph and sent it in a letter of inquiry directed to Mr. Gibbs, and received an answer, dated the 19th of May, in which the writer says:—"I am the person named in 'the printed slip.' I never sought notoriety, but it seems my longevity is likely to give me more than my good deeds. My health is as sound as at any time of my life, for aught I know. I was slender until thirty. I have been a close student and kept up with the decisions of our courts, done a good amount of business, never was rich. My present patronage is select. From my youth I have entertained a fondness for the profession."

Recent Decisions.

DELUSIONS AS AFFECTING TESTAMENTARY CAPACITY.

(*Smee* v. *Smee*, Prob.D., 28 W. R. 703.)

In his summing up to the jury in this case Sir James Hannen purported to adopt the rule which he took part in laying down in the judgment in *Banks* v. *Goodfellow* (L. R. 5 Q. B. 549), that delusions and hallucinations not connected with the subject-matter of a will do not invalidate it. The same rule was laid down by Sir J. Nicholl in *Dew* v. *Clark* (3 Addams, 79), but was subsequently dissented from by the Privy Council in *Waring* v. *Waring* (6 Moore P. C. 349); and in *Smith* v. *Tebbit* (15 W. R. 562, L. R. 1 P. & D. 398), Lord Penzance held that mental disease invalidated a will, although "the particular subjects upon which the disease is manifested have no connection whatever with the testamentary disposition before the court."

It has always appeared to us that neither of these views can be accepted without reservation. On the one hand it seems absurd to hold (as was held in a case before the Prerogative Court) that a delusion which took the form of keeping fourteen dogs in kennels in a drawing-room destroyed the testamentary capacity of a testatrix; and on the other hand it is impossible to deny that delusions are often indications of insanity extending beyond the particular subjects on which they have manifested themselves. The fact is, as was admitted in the judgment in *Banks* v. *Goodfellow*, that, 'where delusions exist which have no foundation in reality, and spring only from a diseased and morbid condition of the mind, to that extent the mind must necessarily be taken to be unsound"; and the question in these cases appears to be *not* merely did the delusions relate to the subject-matter of the will, but was the testator so far under the influence of mental disease as to be "incapable of considering the matters which should be weighed and taken into account in making a will?"

In the recent case Sir James Hannen, while, as we have said, purporting to re-affirm the rule in *Banks* v. *Goodfellow*, appears to have adopted the above view. "If the delusions," he said, "could not reasonably be conceived to have had anything to do *with the testator's power of considering the claims of his relations upon him, and the manner in which he should dispose of his property*, the presence of a particular delusion would not incapacitate him from making a will." The dispositions in one of the wills before the court were, in the opinion of the court, unconnected with the testator's delusions; and as to this will, the learned judge remarked that "the capacity required in a testator is that he should be able rationally to consider the claims of all who are related to him, and who, according to the ordinary feelings of mankind, are supposed to have some claim to his consideration when dealing with his property as it is to be disposed of after his death. It is not sufficient that the will might, on the face of it, be considered a rational will; you must go below the surface and consider whether the testator was in such a state of mind that he could rationally take into consideration, not merely the amount and nature of his property, but also the interests of those who had claims upon him by personal relationship or otherwise." It will be seen that this is not very difficult from the doctrine laid down by Lord Penzance in *Smith* v. *Tebbit*.

The Lord Chancellor has appointed Mr. Thomas Lovell (chamber clerk to Mr. Justice Lindley) one of the permanent officers in the Central Office (Summons and Order Department) of the Royal Courts of Justice; and Mr. William Stewart has been appointed by Mr. Justice Lindley to succeed Mr. Lovell as chamber clerk.

Reviews.

FRENCH COMMERCIAL LAW.

THE FRENCH CODE OF COMMERCE AND MOST USUAL COMMERCIAL LAWS, &c. By LEOPOLD GOIRAND, Licencié en Droit, Avoué au Tribunal Civil du Department de la Seine. Stevens & Sons.

M. Goirand's object is to afford to English lawyers and commercial men a practical treatise on French commercial law. He deals with the subject in a commentary, followed by a literal translation of the Code of Commerce and the subsequent commercial laws. Prefixed to the commentary is an interesting account of judicial organization in France, and the practice before the Tribunals of Commerce. These courts, which have exclusive jurisdiction in commercial suits, are composed of judges nominated by "a meeting of electors chosen from amongst traders, directors of *Sociétés Anonymes*, financial and industrial companies, and stock brokers," and these judges adjudicate finally and without appeal in all cases where the amount in dispute is less than £60. The subjects of bankruptcy, companies, and bills of exchange are very fully treated of in the commentary, which also includes the heads of Stockbrokers, Cheques, Loans and Pledges, Maritime Law, Common Carriers, Trade-marks, Patents, and several other subjects connected with commercial law. The chapter on the execution in France of judgments rendered by foreign tribunals contains, within a short compass, a useful summary of the proceedings to be taken in order to render executory by the medium of the French courts a judgment recovered abroad.

COMMON LAW.

PRINCIPLES OF THE COMMON LAW. AN ELEMENTARY WORK INTENDED FOR THE USE OF STUDENTS AND THE PROFESSION. By JOHN INDERMAUR, Solicitor. SECOND EDITION. Stevens & Haynes.

Mr. Indermaur has added to this new edition of his useful elementary treatise many recent cases and enactments. With regard to the cases the difficulty in a book of this kind always lies in including all the important decisions, while not overloading the work. Mr. Indermaur has avoided the latter fault and has not very often lost sight of new points of importance. With reference to Bovill's Act, however (p. 116), a statement should have been given of the principles laid down in the judgments in the cases of *Pooley* v. *Driver* (25 W. R. 164) and *Ex parte Delhasse* (26 W. R. 341), as pointing attention to the meaning of the words in the Act "the advance of money *by way of loan*." The index to the book has been enlarged and now constitutes almost an analysis of the different heads.

PROCEEDINGS IN AN ACTION.

THE PROCEEDINGS IN AN ACTION IN THE QUEEN'S BENCH, COMMON PLEAS, AND EXCHEQUER DIVISIONS OF THE HIGH COURT OF JUSTICE. By SAMUEL PRENTICE, Esq., Q.C. SECOND EDITION. Stevens & Sons.

Mr. Prentice has carefully noted up the cases which have been decided since his first edition appeared, and his book now constitutes a very readable and practical manual of the practice relating to the Common Law Divisions. We do not know, for instance, where the student will find a better concise introduction to the action for the recovery of land than in chapter 30.

General Correspondence.

THE LEASES BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As I have taken part in the discussion of the Leases Bill, I wish to make one or two remarks on your article of last week.

First, I entirely concur with you that Mr. Warton's Bill should be amended, and several of the provisions of Lord Cairns' Bill be adopted. I consider it distinctly wrong that the lessor, having a right, should bear the burden of an application for leave to enforce it, as in Mr. Warton's Bill; the lessee seeking relief should apply for it, and get it if entitled.

There are cases where summary enforcement of rights is so important to a lessor that I do not like Lord Cairns' clause requiring previous notice. Suppose the case of a mine where workings are neglected, or a tavern where a licence may be forfeited (and many other cases may be suggested), and you will, I think, agree with me that the clause might do harm. I had a case two months ago where possession at the earliest possible date was essential to secure a crop from a large farm.

The truth is the proposed measure will not work any violent alteration; the vast majority of lessees and lessors fairly fulfil their engagements, and when needful make mutual concessions; and for them nothing is necessary: for others, short and sharp powers of enforcing rights or obtaining relief are desirable, and the sooner they get their disputes disposed of by the court the better for the one in the right.

With regard to leases at a rack rent there is much to be said, but I venture to differ from you, and, on the whole, am of opinion that power to relieve would be beneficial. Apart from other considerations, often, owing to change in value or outlay by the tenant, a lease originally granted at a rack rent becomes valuable; and in any case, substantial, not literal, fulfilment of the bargain is the real intention of the parties, and this the court can secure, or refuse relief.

I notice that Lord Cairns' Bill excludes from its operation clauses prohibiting assignment without licence. This is the very clause I want the court to deal with, for it is used the most oppressively.

I for a lessee always fight against it and, if I can't get it omitted, qualify it as much as possible. I have known many fines demanded for licence. For instance, a lessor who had approved a sub-tenant for a part of a house in the City (both lessee and sub-tenant being wealthy and desirable tenants) on the sub-tenancy being continued for a short period, extorted a large payment, and is about to repeat the process on a further extension.

Such demands are a great abuse of the clause. The excuse alleged for insisting on its insertion is that the lessor only wants to secure satisfactory occupants of his premises; but when change of plans, death, or other circumstances, render necessary the transfer or underletting of the premises, bad landlords (and I have nothing to say as regards others) use their powers most unjustly, and for far different purposes to what were originally supposed. I think the court should have power to prevent their doing so.

I enclose for your consideration a sketch uniting parts of the two Bills with alterations, which seems to me preferable to either separately.

7, Walbrook, E.C., June 28. JOSEPH ADDISON.

[The following is the Bill referred to by our correspondent:—

A BILL TO AMEND THE LAW RELATING TO LEASES.
(Adapted from Lord Cairns' Bill).

Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any proviso or stipulation in any lease for the breach of any covenant or condition in the lease, *or within two calendar months after any actual re-entry made without action brought*, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the court for relief, and the court may grant or refuse relief as the court having regard to the proceedings and conduct of the parties, and to all the other circumstances, thinks fit, and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty, or other matters relative to the breach, or to any subsequent like or other breach, as the court in the circumstances of each case thinks fit.

Here follow sub-sections 3, 4, 5, 7, 8, and 9 of section 18 of Lord Cairns' Bill.

Here follow sections 4 and 6 of Mr. Warton's Bill.]

ARTICLED CLERKS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As Mr. Dodd has sought the support of your readers for the proposals he is about to make, having for their end the establishment of scholarships and prizes to be competed for at the preliminary and intermediate examinations of the Incorporated Law Society, I hope you will permit me to protest against the adoption of any such scheme.

The indifference to intellectual training which prevailed half a century and more ago has been succeeded by a reaction which is tending to carry us in a wrong direction. England is examination mad, and no pursuit or study is considered of much value unless it lead to results capable of being tested by examination. Habits of careful observation and thought, the formation of a decided character, knowledge of men and of the world, are all subordinated in the training of youth to a cram of matter in order to produce marks or honours at an examination. In fact, for the ills which may afflict every sort and condition of men, for the peer as well as for the peasant, for men whose future is to be the senate, as for those who are destined for the counter or counting-house, for such as are to adorn the pulpit, and for those who will follow the plough, there is one universal panacea—Examine, examine, examine.

And, Sir, I am afraid that the duties of the Incorporated Law Society in reference to the examinations of articled clerks may be lost sight of in these days. Has the preliminary examination any other object than to ascertain that articled clerks have been so instructed as to be on a level, so far as education is concerned, with middle-class youth of average education? Is it any part of the business of the society to compete with the universities, or to supersede the local examinations conducted under the general supervision of the university authorities?

The object of the intermediate examination again is, as I have always understood, to induce articled clerks to acquire a certain amount of knowledge, and to get through a certain amount of reading, during the first portion of their articles, and not to encourage them to cram themselves to the neglect of everything else.

I am quite willing to admit that the balance of advantage may be in favour of a searching final examination, and, as part of it, of special honour papers and prizes; but the system is not without its drawbacks. Important as it doubtless is that members of our branch of the profession should have a knowledge of the principles and technicalities of the law, yet this is by no means all that a practising solicitor requires: I doubt, indeed, if it be the most important part of professional training.

Thorough habits of business, knowledge of men, a power of calculating probabilities and weighing evidence which is best included in the term judgment—method, resource, and many other qualities, are of even more importance. In the days when I served my articles, articled clerks really did much of the work of an office,

and were clerks rather than pupils; and I believe that they learnt more of the practice of the profession, that they acquired habits of thought and reliance, that they were, in short, better trained than they can be under a system which results in the whole efforts of an articled clerk being concentrated upon reading for his examination, and three-fourths of his time being wasted in cramming, with the aid of an advertising professional coach, a mass of case law which he cannot digest or assimilate, much less apply or turn to any practical use. A man may continue his reading after he is in practice, but seldom or never after the days of his pupilage will he acquire those habits of mind which are of so much importance to him.

I am very far from objecting to proper examinations: no one is more conscious than I am of the importance of some test being insisted on to insure the exclusion from the profession of ignorant and incompetent persons: but what I do urge is that the Incorporated Law Society should carefully avoid a system that may result in all the rewards and honours being obtained by men who have a great capacity for cram and nothing else. What is wanted in a practising solicitor is not the erudition of a university don, but rather the parts of a man of the world. H.

Cases of the Week.

MORTGAGE—ATTORNMENT CLAUSE—EXCESSIVE RENT—BANKRUPTCY OF MORTGAGOR—FRAUD ON BANKRUPT LAW—BANKRUPTCY ACT, 1869, s. 34.—In a case of *Ex parte Jackson*, before the Court of Appeal on the 25th ult., the question arose whether an attornment clause in a mortgage deed was valid as against the trustee in the liquidation of the mortgagor. The mortgage was given by a trader to his bankers to secure the balance of his current account. It contained a clause by which the mortgagor attorned tenant to the mortgagees of that part of the mortgaged property which was in his possession as tenant from year to year, at an annual rent of £8,000, payable in advance, the tenancy to be determined by the mortgagees at one week's notice, unless the rent for the current year should be fully paid before the giving of such notice. All rent which might be paid or recovered under or by virtue of the attornment was to be applicable in or towards payment or satisfaction of the principal and interest secured by the mortgage, and any surplus was to be accounted for to the mortgagor. The deed also contained an assignment by the mortgagor to the mortgagees of the stock-in-trade and other chattels belonging to him either then or at any time during the continuance of the security. The deed was not registered as a bill of sale. It was stamped to cover an advance of £8,000. It was executed in February, 1877. On the 30th of May, 1879, the bankers distrained upon the property which was in the occupation of the mortgagor for £6,530, as for part of one year's rent due under the attornment, that being the amount of the balance which was then due to them from the mortgagor. On the 3rd of June he filed a liquidation petition. The trustee in the liquidation claimed the chattels which had been seized under the distress, on the ground that the attornment clause was invalid against him. There was evidence that that part of the mortgaged property which was in the mortgagor's possession was assessed for the poor rate at the gross annual value of £140. Bacon, C.J., was of opinion that the case was governed by the decision of the Court of Appeal in *In re The Stockton Iron Furnace Company* (27 W. R. 433, L. R. 10 Ch. D. 335), and held that the bankers were entitled to retain their distress (28 W. R. 523). The Court of Appeal (BAGGALLAY, COTTON, and THESIGER, L.JJ.) reversed the decision of the Chief Judge, and held that the amount of the rent fixed was so excessive as to show that it could not have been intended to create a real tenancy or to provide for the payment of a real rent, but that the whole thing was a mere device to evade the Bills of Sale Act, and to enable the mortgagees when the occasion should arise to lay their hands upon chattels of much more value than the rest of their security. BAGGALLAY, L.J., said that attornment clauses were originally introduced into mortgage deeds in cases when the mortgagor was in the occupation of the mortgaged property, the intention being to give the mortgagee the same benefit as he would have had if the property had been in the occupation of a third party—*i.e.*, the benefit of a fair and reasonable rent for the property. And his lordship thought that that was what a fair and proper attornment clause should provide for—not necessarily the exact value of the property, but what a willing tenant might be ready to pay for it. If the sum reserved as rent was excessive and unreasonable, it was not really rent. The Chief Judge was very much influenced by the decision of the Court of Appeal in *In re The Stockton Iron Furnace Company*. But in that case the judges came to the conclusion that the rent reserved by the attornment clause was not excessive or unreasonable. If they had been of opinion that it was, his lordship thought it was clear that their decision would have been the other way. He thought that the principle of *Ex parte Williams* (26 W. R. 274, L. R. 7 Ch. D. 138) exactly applied to the present case. In *Morton v. Woods* (17 W. R. 414, L. R. 4 Q. B. 293) there was no suggestion that the rent reserved was not a reasonable and proper one, and the decision was nothing more than that effect would be given to a proper attornment clause as against the trustee in bankruptcy of the mortgagor. COTTON, L.J., said that a mortgagor and mortgagee had undoubtedly a right to insert such a clause in their mortgage deed, and thus to constitute the relation of tenant and landlord between themselves, and when it was a real tenancy, not a mere sham, a distress could be levied for the rent. A mortgagee had a right to turn his mortgagor out of possession of the property, whether he was in possession himself or by his tenant. There was nothing approaching to a fraud on the bankrupt law in making such a stipulation in a mortgage deed, and the court would not inquire too strictly whether the rent reserved was too large. But when the question was whether the contract to create the relation of landlord and tenant was real or fictitious, the amount of the rent reserved was a very material matter. If the rent was more than enough to cover the interest on the mortgage debt, the mortgagee, if he received it, must apply it in reduction of the principal, and a stipulation that the rent should be applied in payment of principal as well as interest would not avoid a contract for a real rent. In the present case the rent reserved was so large that, if the power of distress was exercised for a year's rent, the relation of mortgagor and mortgagee between the parties would be brought entirely to an end by payment of the whole amount secured by the deed. Could it be supposed that the clause was really intended to provide that the mortgagor should remain in possession of the property, giving the mortgagee a fair return for it? Moreover, but for the Bills of Sale Act, the assignment of the chattels would have been a valid security; must it not be concluded that the attornment clause was intended to make good the defect in the security caused by the non-registration of the deed? Under such circumstances his lordship could only conclude that no rent was really reserved, but that a sum was merely stipulated for under the name of rent, and that no legal incident of distress arose out of it. A distress must be for a real rent, to which the law annexed a power of distress. When it was not a real rent, but something called rent that was not rent—an attempt to give to a mortgagee as mortgagee a right which he could only have as a landlord—it was a fraud on the bankrupt law. THESIGER, L.J., said that there could be no doubt that such a clause was valid, and that it created the relation of landlord and tenant, and that the ordinary right of distress which was by law attached to that relation was attached to it. Nor could it be doubted that the clause would be valid, although the rent reserved was considerably greater than the sum required to keep down the interest on the mortgage money. Indeed, he could imagine a case where the rent reserved might be large enough to cover both principal and interest. But it must be admitted that the object of the clause was to place the mortgagee in the same position when the mortgagor was occupying the property as if it had been leased to a third party, and though it was open to the parties to bargain as to the amount of the rent, and the court would not lightly interfere with their bargain, the amount of the rent was very important to be considered in determining whether it was a real rent, and whether a tenancy was really created.

If from the terms of the deed, or from the amount of the rent fixed, it could be collected that the rent was not a real rent, and the tenancy not a real tenancy, but a mere sham, and that the clause was only a device to give the mortgagee in the event of the mortgagor's bankruptcy a security upon chattels which would otherwise be distributed among his creditors, then the clause was void as a fraud on the bankrupt law. That was the principle of the decision in *Ex parte Williams*. In *In re Stockton Iron Furnace Company* the court came to the conclusion that the rent was a fair one, that there was a real rent and a real tenancy. In *Ex parte Williams*, on the other hand, it was admitted that the property was worth only about one-seventh of the rent reserved, and this was so disproportionate to the real value that the court held that they might infer from it that there was not a real tenancy. In the present case the rent was about fifty-seven times as much as the fair letting value of the property, and it was equal to the whole amount which the stamp on the deed would allow to be secured by it. It was open, therefore, to the mortgagees to fold their hands, and allow their debtor to go on acquiring credit on the faith of his possession of the chattels which were on the property, and then upon his bankruptcy to come forward and sweep away the whole of those chattels by a distress for a year's rent. In this respect there was a great distinction between the mischief which would be done by an unregistered bill of sale and by such an attornment clause. No doubt, if the grantee of a bill of sale could seize the chattels comprised in it before the bankruptcy of the grantor, he could hold them as against his trustee. But it was always a great chance whether he would be able to seize them in time. Under an attornment clause, however, it was not necessary to take possession before the bankruptcy, for by section 34 of the Bankruptcy Act, 1869, a landlord was entitled to distrain for a year's rent after the bankruptcy. If, however, you could arrive at the conclusion that the whole thing was a sham, there never could be any right to levy a distress, and it was immaterial whether it was levied before or after the bankruptcy. The appeal was accordingly allowed. The bankers' counsel asked for leave to appeal to the House of Lords, but the court declined to give it.—SOLICITORS, *Helder, Roberts, & Gillett; Johnston & Harrison.*

DIVORCE—LUNACY OF HUSBAND—PETITION BY COMMITTEE.—In the Probate, Divorce, and Admiralty Division, on the 22nd ult., the appeal of *Baker* v. *Baker, Wheeler, and Owen* was heard before the full court, consisting of Lord COLERIDGE, C.J., HANNEN, P., and PHILLIMORE, J. The petition was filed by the committee of the estate of a lunatic husband, under the direction of the Lords Justices of Appeal sitting in lunacy, for the dissolution of his marriage on the ground of his wife's adultery. The respondent demurred to the petition, on the ground that it did not allege that the husband was permanently insane, and that it was not competent for the committee of a lunatic to present a petition for a divorce. The President of the Division overruled the demurrer, holding that the principle of the decision of the House of Lords in *Mordaunt* v. *Moncreiffe* (24 W. R. 12, L. R. 2 P. & D. 374) applied to the case of a lunatic petitioner as well as to that of a lunatic respondent. Lord COLERIDGE now delivered the judgment of the full court. He observed that, if the question was an open one, he should be inclined to hold that the petition must be dismissed, and to approve the view taken by Lord Penzance when *Mordaunt* v. *Moncreiffe* was before the Court of Divorce, but the judgment of the House of Lords in that case was binding, and following that decision it was impossible to distinguish the cases of a lunatic petitioner and a lunatic respondent. The judgment in favour of the petitioner was therefore affirmed, but leave to appeal was given.—SOLICITORS, *White & Son; Surr, Gribble, & Bunton.*

PRACTICE—ACTION BY THE CROWN—INJUNCTION—UNDERTAKING IN DAMAGES.—In a case of *The Secretary of State for War* v. *Chubb*, before the Master of the Rolls on the 25th ult., a motion was made by the plaintiff to restrain the defendants from constructing certain tramways in alleged contravention of their statutory powers, and a question arose whether, on an *interim* injunction for a week being granted, any undertaking in damages could be required on the part of her Majesty's Government. JESSEL, M.R., said he could make no exception in favour of the Crown, and if the plaintiff's counsel could not give the usual undertaking in damages he should not grant the *interim* injunction. On this the plaintiff's counsel gave the usual undertaking.—SOLICITORS, *Solicitor to the Treasury; Chubb & Co.*

TRUSTEE AND CESTUI QUE TRUST—REMUNERATION—STIPULATION IN TRUST INSTRUMENT.—In a case of *Henderson* v. *Ray*, before the Master of the Rolls on the 25th ult., a question arose whether on the construction of a document under which certain bonds were deposited with a committee for the purposes of litigation, and to enforce payment of the bonds out of a fund in the hands of the trustees, the committee were entitled to retain a sum to secure remuneration for their services. The conditions of deposit under which the bonds were deposited with a bank, authorized the committee of the bondholders and the corporation of foreign bondholders to represent the depositor, and to take the necessary proceedings to obtain a rateable distribution among the bondholders of the proceeds of the loan, "after making such deductions therefrom as the committee and corporation may authorize." The bonds and coupons deposited were to be subject to and charged with a sum of ten per cent., to be paid to the joint order of the committee and corporation "in contribution towards their past and future expenditure in connection with the representation of the bondholders' interests, but repayable, if possible, in whole or in part by deductions from the fund if the same shall become distributable." By a decree of the House of Lords the committee had recently secured the distribution of the funds representing the loan, and they had given notice that they proposed to distribute a portion of this sum, retaining a sum of £2 per cent. as security for a sum claimed by them for their remuneration, contending that under the words of the conditions they were entitled to do so. The plaintiff brought this action seeking to restrain the committee from deducting anything from the bonds, and for delivery of his bonds, he offering to pay the committee the percentage according to the conditions of deposit. The committee claimed to be allowed their remuneration as part of the expenses under the House of Lords' decree, but until that time they desired to retain a sum as security for their remuneration. JESSEL, M.R., was of opinion that the above words as to "deductions" were too ambiguous to entitle the committee who were in the position of trustees to retain any sum for their remuneration. To entitle any such body to remuneration he considered that clear words authorizing the same should be inserted in the document creating the trust, and that such right should be communicated to the *cestuis que trust* before the deposit was made or the trust entered upon. After this expression of his lordship's opinion, the defendants abandoned their contention, and consented to an order giving the plaintiff his bonds on payment of the amount according to the deposit note.—SOLICITORS, *Dawes & Sons; Wilson, Bristows, & Carpmael.*

TRADE-NAME—SIMILARITY—INTENTION TO TAKE TRADE—COSTS.—In a case of the *Guardian Fire and Life Assurance Company* v. *Guardian and General Insurance Company (Limited)*, before the Master of the Rolls on the 25th ult., a motion was made to restrain the defendants from carrying on business under the above name, on the ground that it was calculated to deceive. The defendants had acquired the business of another company known as the "Guardian Horse and Vehicle Insurance Company," formed to assure horses and vehicles from accidents, and they had then changed their name to the above, as they alleged in consequence of their intention also to undertake the insurance of persons against accidents and also general fire insurance business. The defendants carried on their business a few doors from the plaintiffs' and it was proved that letters addressed to the latter company had been delivered to the former, and *vice versa*. After the motion was opened the defendants offered to give an undertaking to carry on their business in future under the name of the "Guardian Horse, Vehicle, and General Insurance Company," and the only question then argued was as to the costs of the action. JESSEL, M.R., was of opinion that the name of the defendants was calculated to deceive, but that the name they offered now to use would not deceive.

He could not but think that one object of changing their name was to obtain some portion of the plaintiffs' business, and that being so he considered the defendants ought to pay the costs of the action.—SOLICITORS, *Parkin, Pagden, & Woodhouse; Denton & Hall.*

TRADE-MARK — INFRINGEMENT—SIMILARITY—FRAUD—INJUNCTION—COSTS.—In a case of *Lamplough* v. *Beedzler*, before the Master of the Rolls on the 25th ult., a motion was made by the vendors of a medicine called "Pyretic Saline" to restrain the defendant from selling a medicine which he called "Beedzler's Salubrious Saline," describing it on his labels as "an excellent pyretic, antibilious, and headache, effervescing saline." The plaintiff had registered his name as a trade-mark, and his case was based on two grounds—first, the infringement of the trade-mark; and, secondly, that the defendant was selling his goods as those of the plaintiff. JESSEL, M.R., said there was no similarity between the two names, and that the defendant was not infringing the plaintiff's trade-mark. On the question of fraud he thought there was not sufficient similarity in the two labels for him to say the defendant intended to defraud, and the actual cases of fraudulent sale relied on entirely failed. The motion must, thereby, be refused, and as he had in effect decided the whole case on the motion, he should give the defendants their costs, and not make them costs in the action or the defendant's costs "in any event."—SOLICITORS, *Crouch, Spencer, & Edwards; Plunkett & Leader.*

PAYMASTER-GENERAL—SHARES IN HIS NAME—BENEFICIAL ALLOTMENT OF NEW SHARES—OBTAINING BENEFIT OF SAME FOR CESTUIS QUE TRUST.—In a case of *Stewart* v. *Stewart*, before the Master of the Rolls on the 26th ult., it was stated that the Paymaster-General had vested in his name a large amount of railway stock, in respect of which a very beneficial allotment of new stock had been recently made, and as to which the Paymaster-General declined to take any step to enable the benefit of the allotment to be secured for the beneficiaries. An application was accordingly made on their behalf for the direction of the court. JESSEL, M.R., directed the Paymaster-General, or his deputy, to sign a letter of renunciation in favour of a particular broker, so as to enable the allotment to be sold at a premium for the benefit of the beneficiaries, and he observed that it was inconceivable that estates in chancery should lose the benefit of an allotment on account of some routine of the office. He also added that it seemed as if the Paymaster-General was not so much under the control of the court as the Accountant-General had been formerly.—SOLICITORS, *Nash & Field.*

SPECIFIC PERFORMANCE—LEASE—PRIOR COVENANT BY DEFENDANT NOT TO ASSIGN WITHOUT LICENCE OF LESSOR—MISTAKE OF LEGAL RIGHTS—EXPENDITURE OF MONEY ON ANOTHER PERSON'S LAND—ACQUIESCENCE.—In a case of *Willmott* v. *Barber*, before Fry, J., on the 19th ult., the question arose whether a lessee, who had in his lease covenanted not to assign the demised property, or to part with the possession of it, without the written licence of the lessor, could be compelled to perform a contract which he had entered into to assign the lease, the lessor refusing to give his licence. There was a further question whether the lessor could be compelled to give his licence, on the ground that he had acquiesced in the expenditure of money on the property by the proposed assignee, knowing of his own rights, and knowing that the proposed assignee was acting in the mistaken belief that he could obtain a good title to the property from the lessee with whom he had entered into the agreement. The agreement was entered into in January, 1874, and it provided that Barber would let to the plaintiff one acre of a property comprising three acres, which he held as tenant to Bowyer, and which adjoined other property belonging to the plaintiff, for ninety-four years, the residue of his term, and that he would sell to the plaintiff his interest in the whole three acres at any time within five years from the date of the agreement. The agreement said nothing about the covenant not to assign without licence, and the plaintiff did not actually know of that covenant. It was, however, contended that he must be taken to have had notice of the provisions of Barber's lease, because he knew that had only a leasehold interest. The plaintiff was let into possession of the one acre, and laid out a considerable sum of money upon it, and this was known to Bowyer. Bowyer admitted that he knew of the agreement early in 1875. In October, 1877, Barber surrendered his lease, and Bowyer granted him a new lease for a longer term, and including other property. This was done without the knowledge of the plaintiff. The new lease contained a covenant by the lessee, similar to that in the old lease, not to assign, &c., without the written licence of the lessor. In November, 1877, the plaintiff gave notice to Barber of his desire to exercise his option to purchase the whole three acres. Barber refused to execute an assignment, on the ground that Bowyer would not give his licence. The action was then brought against Barber and Bowyer, claiming specific performance by Barber of his agreement, and a declaration that under the circumstances Bowyer had no right to refuse his licence, and an order that he should give it or concur in an assignment to the plaintiff. Bowyer swore that he was not aware of the covenant not to assign without licence in Barber's original lease until about the time when the new lease was granted. It was contended that Bowyer, by reason of his acquiescence in the plaintiff's expenditure, was precluded from asserting his legal rights. And as to Barber it was contended that the surrender of the old lease behind the plaintiff's back could not affect his rights under the agreement, and that he was entitled to have the agreement performed out of the interest which Barber had acquired under the new lease. But it was urged that, though for this purpose the plaintiff was entitled to treat the old lease as still subsisting, he was entitled to treat it as at an end so far as regarded the covenant not to assign without licence. The result of that would be that the covenant not to assign without licence contained in the new lease was entered into by Barber subsequently to his agreement with the plaintiff, and it was his own fault that he had voluntarily entered into a covenant inconsistent with that prior agreement. He could not complain of being compelled to perform an agreement the result of which would be to make him commit a breach of a covenant into which he had afterwards voluntarily entered. Bowyer had not attempted or threatened to turn the plaintiff out of possession of the one acre, and no question as to that possession was raised in the action. FRY, J., said that there must be a very strong case to justify the court in depriving a man of his legal rights on the ground of acquiescence. He must have acted in such a way as to make it fraudulent for him to set up his legal rights. There were several elements necessary to constitute a fraud of this description. The plaintiff must have made a mistake as to his legal rights; he must have expended money or done some other act on the faith of his mistaken belief. The defendant—*i.e.*, the possessor of the legal right—must have known his own right, which was inconsistent with the right claimed by the plaintiff. If he did not know it he was in the same position as the plaintiff. The doctrine of acquiescence depended upon conduct with knowledge of your rights. The defendant must also have known the plaintiff's mistaken belief of his rights, and he must have encouraged the plaintiff in his laying out money, or in the other acts which he had done, either directly or by abstaining from asserting his legal rights. When all these elements existed, there was fraud of such a nature as would enable the court to restrain the defendant from exercising his legal right. But, in his lordship's judgment, nothing short of that would be sufficient. In the present case the plaintiff had shown that he had made a mistake as to his rights. It was not necessary to decide whether he was affected with notice of the contents of Barber's lease, for, with reference to this kind of equity, a mistake of fact was not the less a ground of relief, because the person who made the mistake had the means of knowledge. But it could not be said that the plaintiff had expended his money on the property on the faith of the option to purchase the three acres rather than on the faith of his possession of the one acre. At the time when he made the expenditure he had not exercised his option to purchase, or even made up his mind to do so. Again, Bowyer's evidence that he did not know of his own rights had not been contradicted and must be taken to be true, and, assuming that the agreement with the plaintiff was communicated to him, there was nothing in it to show him that the plaintiff was ignorant of his rights. Bowyer might well have supposed that the plaintiff was a prudent man, and that he had inquired as to the provisions of

Barber's lease. His lordship could not come to the conclusion that the plaintiff's mistaken belief had been brought home to Bowyer's mind, and he could not, therefore, restrain Bowyer from exercising his legal rights. And, as to Barber, his lordship held that the plaintiff was right in saying that the surrender of the original lease could not affect his rights. But, if he treated that lease as still subsisting for one purpose, he must treat it as still subsisting for all purposes, and, if that was so, the plaintiff, in asking for specific performance of the agreement by Barber was asking the court to compel Barber to break his covenant of prior date not to assign the property without the licence of Bowyer. This his lordship declined to do. He accordingly dismissed the action, but without costs.—SOLICITORS, *G. Badham*; *G. J. & P. Vanderpump*.

SERVICE OF THIRD-PARTY NOTICE—APPEARANCE NOT ENTERED—COSTS.—In a case of *The Commissioners of the Exhibition of* 1851 v. *The Royal Horticultural Society*, before FRY, J., on the 21st ult., the trial of the action had been ordered to stand over (*vide ante*, p. 611), with a direction that the plaintiffs should serve notice of the action on some third persons (who the defendants had, by the statement of defence, objected ought to have been made parties) informing them that they were at liberty to attend the proceedings. When the trial came on again, on the 21st ult., it appeared that the order giving this direction had not been drawn up by the plaintiffs, in consequence of a dispute between them and the defendants as to its exact terms, and that, though a notice had been served on the third parties, the record and writ clerk would not enter an appearance for them because the order had not been drawn up. Counsel, however, appeared for the third parties. FRY, J., ordered the trial again to stand over until the order should have been drawn up, and he ordered the plaintiffs to pay the costs occasioned by the standing over, including those of the third parties, inasmuch as though no appearance had been entered for them, they could not safely have declined to appear after the notice which had been actually served on them.—SOLICITORS, *Fladgate, Smith, & Fladgate*; *Webb, Stock, & Burt*.

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

This association held its twentieth anniversary at the Ship Hotel, Greenwich, on Wednesday last, the 30th ult., the Right Hon. Sir James Hannen taking the chair.

This is the third annual festival of the association held out of London, and about 150 gentlemen were present.

The usual loyal and patriotic toasts having been given and duly responded to,

Mr. GEO. BURROW GREGORY, M.P. for East Sussex, in proposing "The Bench and the Bar," said it was one of the proudest possessions of this country to feel that the administration of justice was and had been for centuries perfectly pure, and they must remember that justice was not, as in some other countries, an object of concealment, an object of police, an object of State, but it was performed in this country in the open air as it were—the judge was before the people; and when they considered that there must be disappointed suitors, that there must be many who considered their interests neglected or not recognized in the course of justice, and when they considered the opportunities afforded these persons of ventilating their grievances by publications, and when they saw how little was said derogatory to the bar and the bench of England, and if anything should happen to be said how instantly it was repudiated—what a great testimony this was to the impartiality and justice of that bar and bench. He sometimes heard people speak of judge-made law. In his opinion judge-made law was often the very best law, and he was happy to know that there were such able interpreters of statute law as those who sat upon the English bench. He felt more strongly every day that more consisted in the administration of the law than in the mere law made by Act of Parliament. Turning to another branch of the toast, he hoped everybody present would sympathize with him, and recognize to the fullest extent the desirability of having an independent and a highly honourable bar of England. He was one who always advocated the separation of the bar from the solicitors' branch of the profession. Most of those present knew how much the solicitors were mixed up and identified with their clients. The clients' wrongs were the solicitors' wrongs, their injustice the solicitors' injustice, and the solicitors took up their cases as friends—almost as advocates—and were ready to go to almost any extent for their clients. The solicitors put their impressions on paper and submitted them to an independent mind, and they had the benefit of that independent mind, and its impartial deliberation, and it very often turned out that the solicitors' feelings and views were not right. He believed that it was very much for the client's benefit that this should be the case. The solicitors often entered too much into the feelings of the client, and were often unable to control themselves sufficiently, and the intervention of an independent mind was of great advantage, not only to the client, but to the solicitor himself; therefore he (Mr. Gregory) had always advocated the distinction that existed between the solicitor branch of the profession and the bar. He thought also he envied the bar of England in being able to enlist such recruits as it did, because there was no doubt that it had the pick of the youth of England, the very best men the country could produce. They were happy to honour the toast, "The Bench and the Bar of England."

Mr. LEONARD FIELD, barrister-at-law, acknowledged the toast. He was proud to be a member of the bar, and he would be equally proud to which ever branch of the profession he happened to belong. They were a united body and they worked well together, and he thought worked better separate as they were. Fusion had been of late the fashion, and the fusion of the bar with the solicitor branch had been advocated. He hoped they would be content to work together for many years united, but yet separate as they were. The barrister could do his duty only when the duty of the solicitor had been well performed, and he was glad to say, so far as his own experience went, that in most cases it was admirably performed.

The CHAIRMAN next proposed the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity attend it." He said:—Nowhere better than in an assembly of lawyers is it known that there are few subjects in which there may not be a difference of opinion, and I believe that there are persons who entertain doubts of the utility of institutions like our own. I have heard such doubts expressed by a very distinguished person with reference to a kindred society—that of the Barristers' Benevolent Association—but this is certainly not the occasion upon which one should enter upon an exposition of the grounds upon which such doubts rest. Perhaps I ought not even to have referred to them, because if I rightly understand the duties I have to perform on this occasion, you have asked me to resume for the evening the practice of my old profession and become counsel for the Solicitors' Benevolent Association. I have felt that in doing so it was my duty to read my brief, and accordingly I have looked at the figures which I find in the paper which has been submitted to me, and some remarks occur to me with reference to it. Let me say before I enter upon them that you must all be aware of the satisfaction it is to counsel to feel that he is an advocate of the best case, and you also know how often it is that the case derives advantage from that conviction on the part of the advocate. At least I feel this satisfaction, and I trust that the society will have that advantage, namely, that I am firmly convinced of the utility of the institution which you are all here met to promote; and I trust that that conviction on my part will lend force and persuasive power to the remarks I have to make to you. Looking at these figures the first thing that occurs to me is this, that though the name of your association no doubt justly represents your objects, it scarcely with completeness represents the results of your useful labours. For it appears to me that it would be better entitled, having regard to these results, "The Solicitors' Provident and Benevolent Association," because I find in the first place that the figures show that you have certainly justified your title of benevolent, for you have expended very nearly half that which has been paid away amongst those who were not members of the society and their families. But, secondly, I find that, as I presume all other things being equal, the preference has been given to members of the association, because I find that the sum which has been paid to members and their families amounts to £3,694, while that to non-members and their families is £7,904

But that in no other sense have you given the preference to members is proved by this, that in several years you have paid away more to non-members and their families than you have to members, and notably I find that in the last year, 1879, while £765 only has been paid to members and their families, no less a sum than £1,245 has been paid to non-members. But the third remark I have to make upon these figures is this, that it appears that slightly more than one-half of all that you have paid has been paid away to members and their families. Think for a moment what reflections that fact gives rise to. Think of the sad vicissitudes of fortune which it represents. How bright must have been the prospects of those who in the early days of their professional career, out of their scanty earnings, contributed, however slight the sum may have been, towards the wants of their brethren in the profession. Now to each one of those it seemed as impossible that he should ever want the guinea that he gave as it must appear to any one of you present on this occasion, and yet such has been the fate of many that no less than one-half of that which has been expended from their contributions—I speak of them collectively—has been paid to those who made the contributions. Now, that gives rise to these considerations, that it would be well that all those entering upon the profession should at once make their contributions to this society, the effect of which would be that, small as the contributions might be, it would make the task of the society easy with regard to all those who might have claims upon them. I was recently reading in a French book an account of the industry in the districts around Paris where the flowers are cultivated for the Paris market. Any association of the labours of solicitors with the labour of the cultivation of flowers is, perhaps, a little remote, but the application is what I wished to direct your attention to. They cultivate the flowers in succession for each anniversary of the saints, and they have to calculate that the blossom shall be ripe for the particular day of the calendar, but at uncertain intervals of years there appears a blackness on the horizon which rises rapidly overhead, and discharges a cannonade of hail upon the flowers and makes almost as clearly defined a line as the mower's scythe makes in the standing grass, and nothing can be more complete than the desolation of the flowers. Now only a few years ago a disaster of this kind brought inevitable ruin, but within comparatively recent times a new application of the principle of insurance is applied to this misfortune, and now the loss, which was before overwhelming, is mitigated, is almost obliterated, by being spread amongst a number over an extended area. Now that principle is applicable to the subject we are now dealing with. Every man who enters the profession, however clear the sky may seem to him, yet the storms of life may break upon him, and if he has contributed to this society he will at least find a refuge. He who was once the generous giver may become the grateful receiver, and that change must be indeed productive of some pang. The pang will be mitigated by the reflection that he has sown in the field where at last he is obliged to glean. In doing this, if he should be so fortunate as to escape the evils of life, he will at least have the satisfaction of feeling that he has contributed towards the relief of the wants of others, and, above all, in any case he will have the feeling that he has set an example of a prudent forethought and of a judicious charity to others who are entering upon a most honourable and useful, but, at the same time, necessarily uncertain profession. Gentlemen, these are the remarks which I have to make to you upon the general subject for which we are met here. I have had brought to my mind, but in a manner which prevents me doing justice to the subject, one matter which I know has been referred to by some of those who have preceded me in this chair. I mean the subject of there being another society having similar objects to your own. I remember reading, I think it was in the observations made by the Master of the Rolls, some remarks on this subject which struck me as characterized by his eminent good sense, and I do trust it will be found possible to bring about that economy which will necessarily result from uniting your efforts and working for the particular objects you have in view to the diminished staff which will be sufficient if the two societies shall be united. Gentlemen, with these remarks I again commend to your notice the toast of "Prosperity to the Solicitors' Benevolent Association."

The toast of "The Visitors" having been proposed by Mr. W. E. Shirley, town clerk of Doncaster, and responded to by Mr. E. Cripps, vice-president of the Kent Law Society, the proceedings terminated.

During the evening a sum of £460 was subscribed towards the association.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst., the following being present, Mr. Boodle (chairman), and Messrs. Burges, Finch, Sawtell, Styan, Williamson, and A. B. Carpenter (secretary), grants of £35 were made to six non-members, and the ordinary general business was transacted.

Obituary.

MR. GEORGE BATTERSBY, LL.D., Q.C.

Mr. George Battersby, LL.D., Q.C., died at 20, Lower Leeson-street, Dublin, in his eightieth year. The deceased was the eldest son of the late Mr. Thomas Battersby, of Lough Bane, Westmeath, and was born in 1801. He was educated at Trinity College, Dublin, where he graduated B.A. in 1824, and LL.D. in 1832. He was called to the bar in Ireland in Trinity Term, 1826, and he was a member of the Home Circuit. He was created a Queen's Counsel in 1844, and became a bencher of the King's-inns in 1861. Mr. Battersby had formerly an extensive business in ecclesiastical cases, and was for many years judge of the Provincial Court of Dublin, and Chancellor and Vicar-General of the united diocese of Dublin, Glandelough, and Kildare. He was a prosecuting Crown counsel for King's County, Kildare, and Westmeath, and a justice of the peace for the counties of Cavan, Meath, and Westmeath. Mr. Battersby was married to the daughter of the Right Hon. John Radcliff, LL.D., formerly judge of the Prerogative Court in Ireland, but he became a widower in 1876. His only surviving son, Mr. John Radcliff Battersby, LL.D., was called to the bar at Dublin in Hilary Term, 1864, and was called to the bar at Lincoln's-inn in Easter Term, 1865.

Appointments, Etc.

Mr. Joseph Jonas Bickerton, solicitor, of Oxford, has been unanimously elected Town Clerk and Clerk of the Peace for that city, and Registrar of the Borough Court, in succession to Mr. Robert Samuel Hawkins, resigned. Mr. Bickerton was educated at Charsley's-hall, Oxford, where he graduated third class in law and modern history in 1870, and he was admitted a solicitor in 1871. He is a proctor in the Chancellor's Court, and was till recently a member of the town council.

Mr. Charles Francis Bullard Birchall, solicitor, of 5, Mark-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry Griffith, solicitor (of the firm of Hill, Fitzhugh, Woolley, & Griffith), of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTION OF PARTNERSHIP.

Walter Stott Nadin and William Wild, solicitors, 18, King-street, Manchester (Nadin & Wild). March 25, 1880. (Walter Stott Nadin will continue to practise in his own name.) (*Gazette*, June 29, 1880.)

At the Worcestershire Quarter Sessions, the Earl of Dudley, owing to ill-health, resigned the chairmanship of the court, which he has occupied for twenty-two years.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Petition for winding up presented June 23, directed to be heard before the M.R., on July 3. Rogers and Chave, Queen Victoria st, solicitors for the petitioners

FLAGSTAFF SILVER MINING COMPANY OF UTAH, LIMITED.—Petition for winding up presented June 18, directed to be heard before the M.R. on July 3. Eley, New Broad st, solicitor for the petitioner

GENERAL PRODUCE TRADING COMPANY, LIMITED.—Petition for winding up presented June 19, directed to be heard before the M.R. on July 3. Meredith and Co, New sq, Lincoln's inn, agents for Sibly, Bristol, solicitor for the petitioners

HAMER'S SALT COMPANY, LIMITED.—Creditors are required, on or before July 22, to send their names and addresses and the particulars of their debts and claims to Thomas Jones, Temple st, Charlton-on-Medlock, Manchester. Aug 6 at 12 is appointed for hearing and adjudicating upon the debts and claims

IMPERIAL HYDROPATHIC INSTITUTION, LIMITED.—Petition for winding up presented June 23, directed to be heard before the M.R. on July 10. Sykes, St Swithin's lane, agent for Watson and Dickons, Bradford, solicitors for the petitioner

MADEIRA AND MAMORE RAILWAY COMPANY, LIMITED.—The M.R. has fixed July 5 at 12 at his chambers as the time and place for the appointment of an official liquidator

OAKHAM COLLIERIES COMPANY, LIMITED.—Petition for winding up presented June 22, directed to be heard before the M.R., on July 3. Denton and Co, Gray's inn sq, solicitors for the petitioners

PATENT LIQUID METALLIC CAPSULING, PAINT, GILDING, AND SILVERING COMPANY, LIMITED.—By an order made by the M.R. dated June 14, it was ordered that the above company be wound up. Beall, Queen Victoria st, solicitor for the petitioner

SOUTH DOROTHEA SLATE QUARRY COMPANY, LIMITED.—V.C. Hall has, by an order dated June 12, appointed John Gascoigne Ladbury, Queen st, Cheapside, to be official liquidator

TRADERS' BANKING AND SUPPLY COMPANY, LIMITED.—Creditors are required, on or before July 21, to send their names and addresses and the particulars of their debts or claims to Harry Seymour Foster, Copthall bldgs. July 28 at 12 is appointed for hearing and adjudicating upon the debts and claims

TRAVELLERS' ACCIDENT INSURANCE COMPANY, LIMITED.—The M.R. has fixed July 5 at 12, at his chambers, as the time and place for the appointment of an official liquidator

[*Gazette*, June 25.]

CHRISTIAN SIGNAL PUBLISHING COMPANY, LIMITED.—The M.R. has fixed July 9 at 11 at his chambers as the time and place for the appointment of an official liquidator

CLARIDGE AND COMPANY, LIMITED.—Petition for winding up presented June 25, directed to be heard before V.C. Hall, on July 9. Gresham and Davies, Basinghall st, solicitors for the petitioners

DUNNANUS BAY MINE AND SMELTING COMPANY, LIMITED.—Petition for winding up presented June 22, directed to be heard before V.C. Hall on July 9. Young, Newgate st, solicitor for the petitioner

FAULKNER, TAYLOR, AND COMPANY, LIMITED.—By an order made by the M.R. dated June 19, it was ordered that the above company be wound up. Johnson and Weatherall, King's Bench walk, Inner Temple, agents for Clegg, Oldham, solicitor for the petitioner

[*Gazette*, June 29.]

FRIENDLY SOCIETIES DISSOLVED.

CHAIN OF FRIENDSHIP SOCIETY, Leighton st, Woburn, Bedford. June 19 [*Gazette*, June 25.]

Solicitors' Cases.

COMMON PLEAS DIVISION.

(Sittings at Guildhall before Lord COLERIDGE, C.J., and GROVE, J.)

June 26.—*Re W. R. Philp, a Solicitor.**

In this matter, which was a charge against Mr. Philp for having misappropriated a cheque, the court, on the 23rd ult., ordered Mr. Philp to be struck off the rolls (see *ante*, p. 655).

Lord COLERIDGE, C.J., having handed to Grove, J., an affidavit by Mr. Philp, wherein he stated that he had not attended on the previous occasion because he had received no notice that the matter was coming before the court, said:—In this case the court acted under a misapprehension the other day. We were given to understand that Mr. Philp had been served with proper notice, and we were under the impression that, under those circumstances, he abstained from coming into court because he had nothing to say in his defence further than what he stated before the master. After reading this affidavit, which has been filed in the *interim*, I have come to the conclusion that our order to strike Mr. Philp off the roll must be rescinded, and the matter must stand over until next term.

GROVE, J.—I entirely agree. The solicitor appears not to have received such a notice as would be sufficient to bring a person before the court upon a motion to strike him off the roll, and had the court been in possession of this information they would not have made the order to strike him off.

Order rescinded.

* Reported by W. BLEW, Esq., Barrister-at-Law.

Election Petitions.

COMMON PLEAS DIVISION.

(Sittings at Guildhall before Lord COLERIDGE, C.J., and GROVE, J.)

June 26.—*The Nottingham Election Petition.**

An application on behalf of the petitioners in this matter for leave to withdraw the petition was originally made to this court on the 21st ult., and was adjourned until the 23rd ult., when Lord Coleridge, in ordering the application to stand over until the 26th, announced the receipt of a letter in which the writer asserted that a large sum of money had been paid by the respondent for corrupt purposes.

A. L. Smith, for the petitioners, renewed his application to withdraw. He read affidavits of the petitioners and their agents stating that the application was not the result of any corrupt arrangement or collusion between the parties, but was only made in consequence of counsel having advised that the allegation in the petition could not be supported by the evidence.

Day, Q.C., and *Muir Mackenzie*, for the respondent, said that prior to the sending and receipt of the letter referred to, his client would have offered no opposition to the petitioners' application, as he would have been glad to escape the trouble and expense of a petition; but that, after the imputations on his character contained in that letter, the respondent refused to make any affidavit, and was now anxious that the petition should be tried out, so that his character might be cleared.

A. L. Smith.—The unusual course adopted by the respondent in opposing the withdrawal of the petition has placed my client in a position of some difficulty.

Lord COLERIDGE, C.J.—It has placed the court in a still more awkward predicament.

GROVE, J.—The difficulty the court is in is this: we were prepared to sanction the withdrawal of this petition when the application was last before us, but, on hearing about the letter, it was thought desirable that the matter should be adjourned until to-day for the respondent to make inquiries, and I do not see why he has not made an affidavit.

A. L. Smith.—The respondent might have cleared his character in the best way he could, but his action in the matter should not affect my client's position.

Lord COLERIDGE, C.J.—I am of opinion that, under all circumstances, this petition may be withdrawn. This permission, which was given on the last occasion, was eventually withheld until to-day, in order that the respondent might take any steps he chose with reference to the letter alleging corruptness against him and his party. But, in thus assenting to the request of the respondent's counsel, we never intended to put the petitioners in any worse position than they were in before, or to subject them to any hardship. I must say, however, that I share in the difficulty experienced by my brother Grove, and do not see why the respondent did not file an affidavit denying for himself any complicity in the practice imputed to him by the writer of the letter. He would have been quite safe in the hands of the court, for there was no order that he should pay the costs of the petition, and it would surely be unreasonable to compel the petitioners to go on with a petition in which they themselves say they have no chance of success, and which would only subject them to heavy expense if tried out. The petitioners' affidavits are

* Reported by W. Blew, Esq., Barrister-at-Law.

quite satisfactory, and the petition may be withdrawn. The petitioners must pay all costs, except the costs of the postponement.

GROVE, J., concurred.

Petition withdrawn.

[At the same sitting the court granted permission to withdraw the petitions in the cases of the boroughs of Leominster, Wilton, Horsham, and Bury St. Edmunds, the affidavits read by counsel being considered satisfactory.]

June 18.—WESTBURY.

(Before LUSH and MANISTY, JJ.)

Agency.

LUSH, J., in the course of his judgment, said an agent was a person employed by another to act for him and on his behalf, either generally or in some particular transaction. The authority might be actual, or it might be implied from circumstances. It was not necessary, in order to prove agency, to show that a person was actually appointed by a candidate. If a person not appointed were to assume to act in any department of service as an election agent, and the candidate accepted his services as such, he would thereby ratify the agency, so that a man might become agent in either of two ways—by actual employment, or by recognition and acceptance of his services. If agent, the next question was, What was he appointed to do? or, if not appointed, What kind of service did he profess to do if accepted by the principal? If a person were appointed or accepted as agent for canvassing generally, and he were to bribe or treat a voter, the candidate would thereby forfeit his seat; but if appointed or accepted to canvass a particular class—for instance, if a master were asked to canvass his workmen, and he were to go out of his way to bribe a person who was not his workman, the candidate would not be responsible. In the one case the agent would be acting within the scope of his authority, while in the other he would be acting beyond it, and would be no more to the candidate than a stranger. Of course, it followed that if a person whom the candidate did not authorize to canvass at all, or to take such part in the management of an election as included canvassing, or whatever else he was employed to do, were to take on himself to bribe or to treat a voter, the candidate would not be responsible for that wrongful act. No candidate could ever make sure of his seat if he were made responsible for the acts of unauthorized persons. It was beyond all question that Mr. Phipps appointed only three agents, and that neither of them employed the Cornishes, or either of them, either to canvass or to take any part in the management of the election. One gentleman, and one gentleman only, besides the three agents authorized, canvassed at all, and that was the brother of the sitting member. The other canvassing was done—respecting all canvassed—by the sitting member in person. He intended the whole canvass to be a personal one, except as to one district, which he deputed his brother to take charge of. He was always, when canvassing, accompanied by one of the three solicitors, except in one solitary instance, alluded to by Mr. Collins, the solicitor to the petitioner, who canvassed. He said he never saw Mr. Phipps canvassing without one of his agents, and that, if confirmation were necessary, was strong corroborative evidence, irrespective of that of Mr. Phipps' agent. Frequently one or more parties mentioned in the case accompanied him and his agents to point out the residences of the voters. Mr. Day's contention was that those men became agents of the sitting member by recognition and acceptance of their services, and in his very ingenious speech he argued that every member of the association to which he alleged the two Cornishes belonged was by implication an agent to canvass. He (the learned judge) listened with some curiosity to see by what process of reasoning that startling proposition was to be made out, and he could only characterize it as specious and unsound. The association consisted of persons attached to the Conservative cause, who voluntarily assembled together to promote their own political views. Mr. Phipps did not apply to them, but they sent a requisition to him to be their representative, and he naturally attended some of their meetings and expounded his views, but there the connection between him and the association as such began and ended. They never altered their position and became his committee. He had no committee, as was admitted by Mr. Day. He took a room for business purposes, because it was not convenient to Mr. Pinniger that his office should be monopolized for election business. The association took another office, and there was no interchange of information between them beyond an occasional natural inquiry to know how matters were going on. There was no communication at all between the sitting member and his agents and the association. Each party acted independently of the other in furtherance of their common purpose. This was not a new point in the experience of election judges. A similar state of things existed in the Westminster petition in 1869. The same doctrine was laid down by Mr. Justice Blackburn at Stalybridge in 1867. In accordance with those views, which were sanctioned both by common law and by common sense, they held that no member of the association was, as such, an agent for the respondent for any purpose in connection with the election. As regarded persons who were not members of the association, there was the same absence of any evidence from which any inference of agency could be drawn, and there was on the other hand the positive statement of the sitting member, his brother, and his professional agents to the contrary. Whatever wrong was committed by the other persons who had been mentioned they were answerable for, but the sitting member was not. Mr. Day further contended that the sitting member ought to have done or said something to the Cornishes, or to have publicly notified that he did not recognize the Cornishes as his agents, an argument which implied that the omission to do so ought to lead them to the conclusion that he adopted their acts. They could not say that that argument might not have weight in a certain supposed state of facts, but considering the casual and slight information that reached the ears of those gentlemen, and that that information contained no hint of any wrong doing, it was not a thing that they could notify. A candidate could not prevent, nor need he prevent, one voter trying to get another to come on his side, and that was all their information naturally led them to suppose the Cornishes had done.

There remained the question of costs. If George Cornish had been a man unknown to the petitioner, and he had been entirely ignorant of his previous doings and his character, they (the learned judges) might have thought he had some grounds for petitioning, and that he was entitled to some indulgence in the way of costs; but he knew that the man had sought employment on his side first, and that on his refusal to have anything to do with him—an act for which he was to be commended—Cornish went over to the other side and sought to draw away voters from him. Yet he proceeded to act upon the assumption that Cornish had been employed on the other side, and he filed his petition without any previous inquiry of the sitting member, or any endeavour to ascertain what the truth was. He had chosen to speculate on being able to prove the allegations of his petition, and must bear the consequences of it. The petition must be dismissed with costs.

June 29.—BEWDLEY.

(Before DENMAN and LOPES, JJ.)

Agency of members of local associations.

LOPES, J., in giving judgment, said he wished to say a few words as to the position of the political associations and the liability of candidates. It was contended that there was no privity between the respondent and the Wribbenhall Association—that the active members were not his agents, and he was not responsible for their illegal acts. There appeared to be persons who thought a candidate might escape the responsibility attaching to his agents by the employment of the active members of associations instead of individual agents. If it could be done the Corrupt Practices Act would become a dead letter. There might be, doubtless, in a borough a political association existing for the purposes of the political party, and advocating the cause of a particular candidate, and contributing to his success, and yet having no privity with the candidate or his agents—an independent agency and organization. To say that the candidate should be responsible for the corrupt acts of any members of that association would be unjust, against common sense, and opposed to law. There might, on the other hand, be a political association in a borough advocating the cause of a candidate

of which that candidate was not a member, and even to which he did not subscribe, and with which he was not ostensibly connected, yet at the same time in intimate relation with the agents, utilizing through them the labours of the members for the purpose of carrying on the election, interchanging communications and opinions with the agents respecting the canvassing of voters and conduct of the election, and largely contributing to the result of the election. To say that the candidate was not responsible for any corrupt act done by an active member of such an association would be repealing the Corrupt Practices Act and sanctioning a most effective system of corruption.

Creditors' Claims.

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

BUSCALL, JOHN, East Dereham, Norfolk, Gent. July 15. Palmer, Swaffham

DIXON, STEPHEN, Wantage, Berks, Yeoman. Aug 31. Ormond, Wantage

DUFF, JANET, Cheltenham. July 15. Ellis, Spring gardens

FARMER, WILLIAM MURCOTT, Kingston, Warwick, Farmer. July 29. Wright and Hassell, Leamington

GROVE, SOMERSET JAMES, Morpeth, Northumberland, Esq. July 20. Brooks and Co, Godliman st, Doctors' commons

HAMMOND, CHARLES GEORGE, Captain in H.M. 16th Regt of Lancers. Aug 2. Robson, John st, Adelphi

HAMPTON, Rev HENRY, Wolverhampton, Clerk. Aug 1. Plewker and Page, Wolverhampton

HARROLD, MARY ANNE, Edgbaston, nr Birmingham. Aug 1. Ryland and Co, Birmingham

HILL, PERCY, United Service Club, Pall Mall, Lieut-Gen. Aug 1. Fladgate and Co, Craven st, Strand

HOLT, JOHN WILLIAM, South Hayling, Hants. Aug 17. Hibbard, Redhill

HOLTZBERG, PHILIPP AUGUST, Birkenhead, Cheshire. Sept 1. Parkinson, Liverpool

LEVIN, JOSEPH, Liverpool, Gent. Sept 1. Parkinson, Liverpool

LAURANCE, ROBERT, Nethertown, Stafford, Farmer. July 20. Palmer, Rugeley

MORGAN, MATTHEW WAYNE, Pontypridd, Glamorgan, Gent. Aug 1. Grover and Grover, Cardiff

MORRIS, ALEXANDER, Ackworth, nr Pontefract, Gent. Sept 1. Sale and Co, Manchester

MORRISON, ALLAN, Beaconsfield, Bucks, Esq. Aug 10. Ashurst and Co, Old Jewry

PAWLETT, STEPHEN FREDERICK, sen, Margate, Pork Butcher. July 31. Sankey and Co, Margate

PICKUP, JOHN, Eccles, Lancashire, Woollen Merchant. July 7. Grundy and Co, Manchester

POTTER, THOMAS ANDREWS, Hanley, Stafford, Newspaper Proprietor. July 31. Bishop and Topham, Hanley

PUZEY, JAMES, Stock Exchange, Gent. July 31. Garrod, Parliament st, Westminster

RATCLIFFE, Rev. THOMAS, Harrogate. Oct 4. Siddall, Otley

ROBERTSON, SOPHIA ANNE, Lowndes sq. Aug 10. Ward and Co, Gray's inn sq

ROSE, JOHN, Deddington, Oxford, Ironmonger. Aug 2. Faulkner and Coggins, Deddington

TWIBILL, MARIA JOSINA CATHERINE, Montague rd, Dalston. July 30. Aird, Eastcheap

WALKER, JAMES, Belper, Derby, Gent. July 31. Walker, Belper

WHITE, THOMAS, WALTER, Chertsey, Surrey, Grocer. July 20. Redhead, Chertsey

WILLOUGHBY, CHARLES, Sparsholt, Berks, Farmer. Aug 31. Ormond, Wantage

[*Gazette*, June 18.]

Legislation of the Week.

HOUSE OF LORDS.

JUNE 24.—BILLS READ A SECOND TIME.

Great Seal, Universities of Oxford and Cambridge (Limited Tenures), Universities and College Estates Act Amendment.

BILL READ A THIRD TIME.

Burials.

JUNE 25.—BILLS READ A SECOND TIME.

Local Government (Gas) Provisional Order, Local Government (Highways) Provisional Order (Salop).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Sutton Bridge Dock, Didcot, Newbury, and Southampton Junction Railway.

JUNE 28.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—London, Brighton, and South Coast Railway, Stapenhill Bridge, Lancaster Corporation.

Local Government Provisional Orders (Abingdon, &c.), Gas and Water Orders Confirmation, Metropolitan Commons Supplemental.

BILLS IN COMMITTEE.

Great Seal, Universities of Oxford and Cambridge (Limited Tenures), Universities and College Estates Act Amendment, Local Government (Gas) Provisional Order, Local Government (Highways) Provisional Order (Salop) (all passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Williamson's Patent, Liverpool Corporation, Eastbourne Gas, Helston Railway.

JUNE 29.—ROYAL COMMISSION.

The Royal assent was given by Commission to the following Bills:—Consolidated Fund (No. 1); Glebe Loan (Ireland); Drainage and Improvements of Lands (Ireland); Bury and Tottington District Railway; Aston (Liverpool-street) Burial Ground; Carrickfergus Harbour; Vestry of St. Luke, Middlesex (Surplus Lands); Cardiff Waterworks Company; Chester Gas; London and North-Western Railway (Sutton Coldfield and Lichfield); Glasgow Improvements Amendment; Worcester and Aberystwith Junction Railway (Abandonment); Llanelly and Mynedd Mawr Railway; Mersey Docks; Wednesfield and Wyrley Bank Railway (Abandonment); South London Tramways (Extensions); Denton and Haughton Gas; Swindon, Marlborough, and Andover Railway; Ely and Bury St. Edmund's Railway (Abandonment); Prescot Gas; Lancashire County Justices; Portishead Docks; Letterkenny Railway; Llantrissant and Taff Vale Junction Railway (Extension of Time); Sligo, Leitrim, and Northern Counties Railway; Chipping Wycombe Borough Extension; Sutton Bridge Dock; Liverpool Corporation; Doncaster Corporation Waterworks; Hendon Local Board; Trinity Hospital, Greenwich, Leases; Faculty of Physicians and Surgeons of Glasgow Widows' Fund; and Katz Naturalisation.

BILLS IN COMMITTEE.

Local Government Provisional Orders (Abingdon, &c.), Metropolitan Commons Supplemental (passed through Committee).

BILLS READ A THIRD TIME.

Local Government (Gas) Provisional Order, Local Government (Highways) Provisional Order (Salop).

HOUSE OF COMMONS.

JUNE 24.—BILLS READ A SECOND TIME.

Customs and Inland Revenue, Isle of Man (Loans), Common Law Procedure and Judicature Acts Amendment.

BILLS IN COMMITTEE.

Merchant Seamen (Payment of Wages, &c.), Union Assessment Committee (Single Parishes) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Ackworth, Featherstone, Purston, and Sharlston Gas, Bristol and Portishead Pier and Railway, Bristol Port and Channel Dock, Exmouth and District Water, Great Northern Railway, Great Western and Monmouthshire Railway and Canal Companies, Huddersfield Tramways and Improvement, Hundred of Hoo Railway, Lancashire County Justices, Llantrissant and Taff Vale Junction Railway, Malton Gas, Trinity Hospital, Greenwich, Wandsworth and Putney Gas, Wigan Improvement.

Consolidated Fund (No. 1).

JUNE 25.—BILLS IN COMMITTEE.

Isle of Man (Loans), County Bridges (both passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Doncaster Corporation Water, Hendon Local Board, Preston Improvement.

JUNE 28.—BILLS READ A SECOND TIME.

Bristol Cemetery, Kensington Improvements, Lonsdale Settled Estates, Taxes Management.

BILL IN COMMITTEE.

Common Law Procedure and Judicature Acts Amendment (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS. — Bristol Channel Pilotage (Cardiff), Clacton-on-Sea Special Drainage District, Hull Lighting, Liverpool Corporation (Loans, &c.), London Gaslight Company, Reading Gas.
Isle of Man (Loans).

BILL READ A FIRST TIME.

Bill to Amend the Law relating to Parliamentary Oaths and Affirmations (Mr. Labouchere).

JUNE 29.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Mersey Railway Neath Harbour Commissioners, Filey Harbour.
Local Government Provisional Orders (Poor Law ,No. 2).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Pontypridd, Caerphilly, and Newport Railway.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.	V.C. Malins.
Monday, July 5	Mr. Pemberton	Mr. Koe	Mr. Merivale
Tuesday..... 6	Ward	Clowes	King
Wednesday.... 7	Pemberton	Koe	Merivale
Thursday 8	Ward	Clowes	King
Friday..... 9	Pemberton	Koe	Merivale
Saturday 10	Ward	Clowes	King

Date.	V. C. Bacon.	V. C. Hall.	Mr. Justice Fry.
Monday, July 5	Mr. Cobby	Mr. Teesdale	Mr. Leach
Tuesday 6	Jackson	Farrer	Latham
Wednesday.... 7	Cobby	Teesdale	Leach
Thursday 8	Jackson	Farrer	Latham
Friday..... 9	Cobby	Teesdale	Leach
Saturday 10	Jackson	Farrer	Latham

SALES OF ENSUING WEEK.

July 6.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 12, p. 8).
July 7.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., Freehold Property (see advertisement, June 12, p. 15).
July 7.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, Freehold Properties (see advertisement, June 26, p. 6).
July 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., New River Shares (see advertisement, June 26, p. 5).
July 8.—Messrs. SMALLPEICE & BISHOP, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, June 12, p. 16).
July 9.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, Freehold and Leasehold Properties (see advertisement, June 12, p. 7).

A Chicago legal journal says that a Dr. Wagner was recently indicted for being a "common barrator." The State charged that the defendant had brought innumerable actions against at least fifty different persons in the county upon purely fictitious causes of action. One day before a single magistrate he had instituted nearly 1,000 suits, as many as 126 being against one person, 121 against another, and 120 against a third. But it appeared that these suits were brought by the doctor himself in his own name. For the defendant it was argued that when the prisoner was himself the litigant, if his suits were groundless and malicious, the law supplied a sufficient remedy by mulcting him in costs, and rendering him also liable to action for malicious prosecution; that the law did not intend to make it an indictable offence, except when the offender attempted to escape all civil liability by inciting others to bring suits instead of bringing them himself. The court decided in Wagner's favour, and ordered the discharge of the prisoner.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAWES.—June 25, at Fairfield House, Rye, the wife of Walter Dawes, solicitor, of a son.
EDWARDS.—June 28, at 5, Markwick-terrace, St Leonards-on-Sea, the wife of Jeffery Edwards, of Lincoln's-inn, barrister-at-law, of a son.
EVANS.—June 25, at 54, Longridge-road, South Kensington, the wife of Patrick F. Evans, of the Inner Temple, barrister-at-law, of a son.
FREEMAN.—June 22, at Cromwell House, Staines, the wife of John Robert Freeman, of 3, Stone-buildings, Lincoln's-inn, barrister-at-law, of a son.
SMALL.—June 27, at Ellen Bank, Dundee, the wife of W. J. Small, solicitor, of a son.

MARRIAGE.

WALL—ROBINSON.—June 14, at Ballina, Septimus Wall, of the Middle Temple, barrister-at-law, to Mary Wade, daughter of G. Robinson, Boyne Hill, county Kildare, Ireland.

DEATHS.

RUDALL.—June 23rd inst., at 59, Eaton-square, S.W., John Rudall, barrister-at law, late of 4, Stone buildings, Lincoln's-inn, aged 81.
THOMPSON.—June 20, Richard Thompson, solicitor, Crannoe, St. Gennys Stratton, North Devon, aged 76.

LONDON GAZETTES.

Bankrupts.

FRIDAY, June 25, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beach, Edward, Arthur st, Chelsea, Builder. Pet June 22. Murray. July 9 at 11.30
Broadhurst, James, Bow rd, Auctioneer. Pet June 22. Murray. July 9 at 11
Giles, Robert, King William st, Auctioneer. Pet June 23. Brougham. July 13 at 11
Hammerson, Nathan Philip, Clerkenwell, Watch Importer. Pet June 12. Brougham. July 6 at 2.30
Haskins, Frederick, Norfolk ter, Westbourne grove, Milliner. Pet June 17. Brougham. July 6 at 1
Upsher, George, Lancaster st, Southwark, Wheelwright. Pet June 18. Pepys. July 7 at 12.30

To Surrender in the Country.

Bailey, Mark, Huddersfield, Felt Slipper Manufacturer. Pet June 22. Jones. Huddersfield, July 7 at 11
Basham, Elizabeth, Aldborough, Suffolk. Pet June 19. Grimsey. Ipswich, July 8 at 12.30
Cockroft, William Hoyle, Hipperholme, Halifax, Silk Spinner. Pet June 21. Rankin. Halifax, July 8 at 11
Hughes, James, Pentre, Radnor, Farmer. Pet June 23. Carless, jun. Hereford, July 7 at 12.30
Metcalfe, George, Birmingham, Coal Merchant. Pet June 21. Parry. Birmingham, July 8 at 2
Parmiter, Stanislaus George, Wareham, Dorset, Watchmaker. Pet June 22. Dickinson. Poole, July 12 at 11.30
Rowland, Thomas, Loftus-in-Cleveland, York, Grocer. Pet June 21. Crosby. Stockton-on-Tees, July 9 at 12.30
Sewell, Edward, Donington, Lincoln, Farmer. Pet June 23. Gaches. Peterborough, July 7 at 10
Wilkinson, Frank, Huddersfield, Grocer. Pet June 22. Jones. Huddersfield, June 7 at 11
Williams, Henry Sketchley, Aston, nr Birmingham, Beer Retailer. Pet June 23. Cole. Birmingham, July 6 at 2

TUESDAY, June 29, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Armstrong, William, Down pl, Hammersmith, Draper. Pet June 24. Hazlitt. July 9 at 12
Wipperman, Gustav, Water lane, Merchant. Pet June 25. Brougham. July 14 at 12.30

To Surrender in the Country.

Banks, Herbert, and George Frederick Evans, Manchester, Skirt Manufacturers. Pet June 25. Kay. Manchester, July 12 at 12
Brooks, Joseph Frederick, Wells, Somerset, Butcher. Pet June 25. Foster. Wells, July 13 at 12
Carson, James, Manchester, Jeweller. Pet May 26. Lister. Manchester, July 12 at 12
Cochrane, Hugh, Barrow-in-Furness, Carpenter. Pet June 23. Postlethwaite. Ulverston, July 12 at 3
Edwards, Samuel, Kingston-upon-Hull, Smack Owner. Pet June 25. Rollit. Kingston-upon-Hull, July 12 at 3
Grazebrooke, William Joshua, Cookham, Berks, of no occupation. Pet June 26. Darvill, jun. Windsor, July 17 at 11
Hilary, Anthony, Chilbolton, Southampton, Farmer. Pet June 26. Wilson. Salisbury, July 16 at 2.30
Leach, J, Manchester, Tea dealer. Pet June 26. Kay. Manchester. July 15 at 12
Mason, Samuel and William, Ashton Keynes, Wilts, Bakers. Pet June 24. Townsend. Swindon, July 14 at 1.30
Taylor, Harriet, Windlesham, Bagshot, Surrey. Pet June 25. Bell. Kingston, July 20 at 3
Weddell, William, Batley, York, Tea dealer. Pet June 25. Nelson. Dewsbury, July 15 at 3
Winden, Louis, Reading, Berks, Grocer. Pet June 18. Collins. Reading, July 12 at 11

Winter, Alfred, Palace rd, Upper Norwood, Builder. Pet June 22. Rowland. Croydon, July 9 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, June 25, 1880.

Brierley, William Henry, and Charles Henry Kenyon, Pendleton, Lancaster, Plasterers. June 23

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 25, 1880.

Andrews, John Alfred, Birch, Essex, Coal Dealer. July 7 at 1 at offices of Smythies and Co, North hill, Colchester

Andrews, Joseph Francis, Liverpool, News Agent. July 12 at 2 at offices of Moran, Lord st, Liverpool. Farrington and Crofton, Manchester

Anthony, Frederick, Clay Cross, Derby, Ironmonger. July 6 at 11 at offices of Jones and Middleton, Glumaan gate Chesterfield

Bacon, Joseph Walker, Bridlington, York, Manager. July 8 at 3 at offices of Hicklin, Serjeants' inn, Fleet st. Ledger, Bridlington

Bateman, Fergus, O'Connor, Bristol, Painter. July 5 at 2 at offices of Clifton and Carter, Broad st, Bristol

Bassor, John, Nottingham, Auctioneer. July 12 at 11 at the Assembly Rooms, Low pavement, Nottingham. Martin, Nottingham

Beasley, Henry, Tipton, Stafford, Licensed Victualler. July 7 at 2.30 at offices of Caddick, New st, West Bromwich

Billamy, Thomas, Leamington Priors, Warwick, Paper Hanger. July 6 at 11 at the Globe Hotel, Warwick. Boddington, High st, Warwick

Boothman, James, Nelson, Lancaster, Builder. June 7 at 3 at the Bull Hotel, Burnley. Whalley, Accrington

Botham, Henry, Lower Broughton, Salford, Lancaster, Butcher. July 14 at 3 at offices of Diggles and Ogden, Booth st, Manchester

Bradbury, Arthur, Hednesford, Staford, Beer Retailer. July 8 at 11 at offices of Glover, Litchfield chambers, Walsall

Bradley, Edward, Birmingham, Greengrocer. July 5 at 3 at offices of Parry, Colmore row, Birmingham

Brent, Charles, Trowbridge, Wilts, Hairdresser. July 9 at 12 at offices of Rodway, Fore st, Trowbridge

Bridgen, Joseph, Ryde, Isle of Wight, Tailor. July 15 at 1 at offices of Edmonds and Co, Cheapside. Wooldridge, Ryde

Brown, Frederick, Lordship rd, Stoke Newington, Miller. July 2 at 4 at offices of Young and Sons, Mark lane

Brown, George, Rotherham, York, Gentleman. July 6 at 12 at offices of Willis, Bank chmbrs, Wellgate, Rotherham

Brown, John Spence, Hartlepool, Durham, Grocer. July 8 at 11 at offices of Tayler, Mechanics' Institute, Dovecot st, Stockton-on-Tees

Buckley, Edward Henry, Riley st, Bermondsey, Woollen Manufacturer. July 6 at 3 at offices of Chipperfield, Trinity st, Southwark

Burn, Joseph, Middlesborough, Beer Dealer. July 12 at 10 at offices of Wilkes, Zetland rd, Middlesborough

Burrows, Benjamin, jun, Leicester, Grocer. July 9 at 12 at offices of Fowler and Co, Grey Friars chambers, Friar lane, Leicester

Burrows, Thomas, Sheffield, Boot and Shoe Maker. July 5 at 12 at offices of Clegg and Sons, Victoria chambers, Figtree lane, Sheffield

Carr, William, Wilmington, Kingston-upon-Hull, Coal Merchant. July 5 at 3 at Imperial Hotel, Paragon st, Kingston-upon-Hull. Walker and Spink, Hull

Chipstead, Joseph Aubrough, Sheffield, Grocer. July 5 at 2at offices of Clegg and Sons, Victoria Chambers, Figtree lane, Sheffield

Clifton, Charles, Widnes, Lancaster, Greengrocer. July 12 at 2 a offices of Beasley, Victoria rd, Widnes

Cooke, Edwin, Walthamstow, Essex, Commercial Traveller. July 7 at 3 at offices of Reed and Lovell, Guildhall chambers

Cossey, Joseph Stephen Collier, Branterton st, Chelsea, Commission Agent. July 3 at 10 at offices of Mickelthwait and Company, Long Acre

Corns, Theodore, James Arthur Shireff, and Thomas Checkley Rattey, Birmingham, Printers. July 7 at 3.30 at offices of Clarke and Co, Waterloo st, Birmingham

Cowley, Frederick Thomas, Water lane, Great Tower st, Merchant. July 13 at 2 at offices of Linklater and Co, Walbrook

Crickmore, Henry William, Denham, Essex, Draper. July 7 at 11 at offices of Smythies and Co, North hill, Colchester

Dagley, James, Newington Green rd, Gasfitter. July 7 at 2 at offices of Pollock and Co, New Exchange buildings, George yard, Lombard st

Darby, Martha, Handsworth, Stafford, Beerhouse keeper. July 9 at 11 at offices of Shakespeare, Church st, Oldbury

Day, Fred, Sheffield, Grocer. July 9 at 11 at offices of Webster and Styring, Hartshead, Sheffield

Defries, Isaac, High st, Islington, Clothier. July 16 at 3 at 300, City rd, Islington

Doughty, Henry, Brimington, Derby, Grocer. July 7 at 10.30 at offices of Jones and Middleton, Glumsangate, Chesterfield

Down, William, Braunton, Devon, Innkeeper. July 7 at 3.30 at offices of Bencraft and Co, Bridge chambers, Barnstaple

Edwards, George Alison, High st, Islington, Beerhouse Keeper. July 9 at 3 at offices of Brett and Co, Leadenhall st

Emery, George, Queen Charlton, Somerset, Dairyman. July 5 at 12 at offices of Clifton and Carter, Broad st, Bristol

Etches, William, Altrincham, Chester, Watchmaker. July 15 at 3 at offices of Diggles and Ogden, Booth st, Manchester

Ferber, John, John Dean, and John Fletcher, St Helens, Lancaster, Wagon Builders. July 14 at 3 at the Fleece Hotel, St Helens. Oppenheim, St Helens

Friday, Thomas, Joseph Friday, and James Charles Friday, Hart hp, Kent, Millers. July 13 at 2 at offices of Basset, Eastgate Rochester

Gamble, John, Leicester, Boot Manufacturer. July 8 at 12 at offices of Shires, Market st, Leicester

Gardiner, Thomas William, Wellington st, Strand, Stage Manager. July 7 at 3 at offices of Abrahams, Bedford row

Gaunt, Joseph, Leeds, Cloth Manufacturer. July 7 at 3 at the Law Institution, Albion pl, Leeds Wells, Leeds

Gill, James, and John Gill, Hunslet, Leeds, Cab Proprietors. July 7 at 3 at offices of Middleton and Sons, Calverley chambers, Victoria sq, Leeds

Gill, Joseph, Hunslet, York, Joiner. July 7 at 2 at offices of Middleton and Sons, Calverley chambers, Victoria sq, Leeds

Gordon, James, jun., Leeds, Carriage Manufacturer. July 6 at 3 at Wharton's Hotel, Park lane. Wells

Gorringe, Francis, Ball's Pond rd, Wine and Spirit Merchant. July 6 at 3 at offices of Woodin and Wray, Tower chambers, London Wall

Greenhill, John Alfred, Calne, Wilts, Dairyman. July 6 at 11 at the White Hart Hotel, Calne. Phillips, Chippenham

Guest, Henry, Helston, Cornwall, Innkeeper. July 9 at 11 at offices of Dale, Helston

Haigh, Walter, Huddersfield, Hay Dealer. July 14 at 11 at offices of Johnson and Crook, Market wall, Huddersfield

Hawkins, Thomas, Bishop's rd, Paddington, Florist. July 3 at 11 at offices of Crump, Budge row, Cannon st

Head, Richard, Cheltenham, Draper. July 3 at 11 at offices of Billings, Regent st, Cheltenham

Healey, John, St James's terrace, Lower Norwood, Carrier. July 19 at 3 at the Masons' Hall Tavern, Mason's avenue, Basinghall st. Rumney, Walbrook

Hole, Henry, Barnstaple, Devon, Wood Turner. July 8 at 4 at offices of Bencraft and Son, Bridge chmbrs, Barnstaple

Hopkins, Samuel, Armley, York, Soda Water Manufacturer. July 7 at 3 at offices of Brooke, Bond st, Leeds

Hudson, Herbert Seaton, Spofforth, York, Commission Agent. July 12 at 3 at the Queen Hotel, Boar lane, Leeds. Arundel and Son, Pontefract

Jarvis, Edward William, Kingston-upon-Hull, Builder. July 6 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Woodhouse, Kingston-upon-Hull

Johnson, Benjamin, Biddulph, Stafford, Beerseller. July 8 at 3 at 11, Moody st, Congleton. Latham

Johnson, Charles, Hatton garden, Printer. July 8 at 2.30 at the Cannon st Hotel, Cannon st. Graham, Ely pl, Holborn

Julian, Robert, Walesby, Lincoln, Blacksmith. July 8 at 11 at offices of Page and Padley, Mill st, Market Rasen

Leach, Jonathan, Manchester, Tea Dealer. July 12 at 3 at the Dog and Partridge Hotel, Fennel st, Manchester. Haslam, Manchester

Lediard, Peregrine, Brighton, Dealer in Fancy Goods. July 15 at 3 at the Guildhall Tavern, Gresham st. Cooper, Chancery lane

List, Henry, Cambridge, Publican. July 9 at 11 at offices of Ellison & Co, Alexandra st, Petty Cury, Cambridge

Lucas, William, jun, Coventry, Watch Manufacturer. July 8 at 12 at offices of Seymour, Priory row, Coventry

Maloney, Michael, Stockton-on-Tees, Innkeeper. July 6 at 11 at offices of Thomas, Market Cross chambers, Stockton-on-Tees

Mander, William, Coventry, Painter. July 8 at 11 at offices of Hughes and Masser, Little Park st, Coventry

Martin, Joseph, New Brompton, Kent, Writer. July 12 at 11 at offices of Norman, High st, Chatham

Matthews, William, Smethwick, Stafford, Painter. July 7 at 11 at offices of Jackson and Sharpe, High st, West Bromwich

McLean, John Allan, Brewery rd, Caledonian rd, Engineer. July 12 at 2 at 145, Cheapside. Ashurst and Co, Old Jewry

Mills, Frederick, Culchet Warrington, Coal Dealer. July 14 at 4.30 at offices of Taylor and Sons, Bond st, Leigh

Morgans, David, Llanelly, Carmarthen, Farmer. July 6 at 1 at offices of Lloyd, King st, Carmarthen

Morris, Edward, Llangarren, Hereford, Wheelwright. July 9 at 4 at the George Hotel, Ross. Goldring, Cinderford

Mycock, Elizabeth, Wholesale Furniture Dealer, Manchester. July 3 at 11 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester

Nicoll, Donald, Rockells ter, Peckham Rye, Cheesemonger. July 12 at 3 at offices of Aird, Eastcheap

Osmar, William John, Three Colt st, Limehouse, Grocer. July 13 at 3 at offices of Nicholls and Leatherdale, Old Jewry chambers. Piesse and Son, Old Jewry chambers

Painter, Edward Stoneham, Lydiard Treguz, Wilts, Farmer. July 6 at 3 at offices of Boodle, Albion buildings, New Swindon

Pearce, Matthias, Bromley-by-Bow, Baker. July 5 at 2 at offices of Breckels, Guildhall chambers, Basinghall st. Whitmarsh, High Holborn

Pickup, Edwin, Ipsden, Oxford, Baker. July 8 at 11 at offices of Beale and Martin, London st, Reading

Piper, Moses, Newton Abbot, Devon, Tea Dealer. July 8 at 11 at offices of Creed, Courtenay st, Newton Abbot

Preece, William Goodwin, sen, and William Goodwin Preece, jun, Shrewsbury, Auctioneers. July 7 at 3 at offices of Clark and Sons, Swan hill, Shrewsbury

Prichard, William White, Lymington, Southampton, Oilman. July 8 at 12 at offices of Hume and Co, Great James st, Bedford row. Moore and Jackson, Lymington

Pugh, Eliezer, James Mills, John Robertson Neilson, and Hugh Lloyd Jones, Liverpool, Cotton Brokers. July 8 at 3 at offices of Harmood and Co, North John st, Liverpool

Richardson, Samuel, Birmingham, Commercial Traveller. July 6 at 12 at offices of Hawkes and Weeks, Temple st, Birmingham

Robinson, William, Barwell, Leicester, Farmer. July 8 at 1 at offices of Preston, Church st, Hinckley

Rogers, John, Fazakerley, Lancashire, Farmer. July 15 at 3 at at offices of Stephens and Danger, Orange ct, Castle st, Liverpool

Rowland, Charles Joseph, Litherland Park, Lancashire, out of business. July 12 at 2 at offices of Brabner and Court, Cook st, Liverpool

Rushton, Hugh, Birkenhead, Grocer. July 8 at 3 at offices of Thompson, Hamilton st, Birkenhead

Salmon, Thomas, Madeley, nr Newcastle-under-Lyne, Butcher. July 6 at 2 at offices of Griffith, Lad lane, Newcastle-under-Lyme.

Saul, James, Kendal, Printer. July 9 at 11 at offices of Dobson, Finkle st, Kendal

Scholes, Henry, Chadderton, Lancashire, Farmer. July 15 at 3 at offices of Whitaker, St Peter st, Oldham

Smith, Alfred, St Swithin's lane, Auctioneer. July 12 at 3 at offices of Dixon and Co, Bedford row

Smith, Alfred, and Frank Burgwin, Burton-on-Trent, Builders. July 2 at 2.30 at offices of Mears, Station rd, Burton-on-Trent

Stallabrass, Jonathan William, Hoddesdon, Herts, Butcher. July 14 at 12 at offices of Armstrong, Fore st, Hertford

Stobart, John, Keighley, York, Grocer. July 7 at 2 at offices of Spencer and Clarkson, North st, Keighley

Stokes, John Westley, Smethwick, Stafford, Commission Agent. July 6 at 11 at offices of Parr, Colmore row, Birmingham

Taunton, William Frederick, Bouverie st, Fleet st, Journalist. July 5 at 3 at the Cannon st Hotel, Cannon st. Savidge, Eastcheap

Taylor, John Richard Algernon, Church place, Jermyn st, Surgeon. July 5 at 3 at offices of Stokes, Chancery lane

Thomas, Evan, Ystalyferra, Glamorgan, Tailor. July 6 at 1 at offices Leyson and Jones, Fisher st, Swansea

Thurstun, William Bass, Hamstreet, Kent, Grocer. July 12 at 2.30 at offices of Hallett and Co, Ashford

Toomer, Henry Leigh, Ashford, Kent. July 9 at 11 at offices of Fraser, High st, Ashford

Topham, Thomas, Moss, Campsall, York, Licensed Victualler. July 9 at 2 at offices of Kenyon and Son, Thorne. Burdekin and Co

Vooght, William, and Walter Anderson Vooght, Gladstone terrace, Kilburn, Bakers. July 9 at 4 at offices of Young and Sons, Mark lane. Tatton, Lower Phillimore place, Kensington

Wainwright, Richard, Wavertree, nr Liverpool, Butcher. July 9 at 2 at offices of Bartlett, Dale st, Liverpool

Warner, Thomas, Warwick, Draper. July 15 at 2 at offices of Sanderson, Church st, Warwick

Watt, George, and Robert Allison Watt, Morpeth, Northumberland, Engineers. July 7 at 3 at offices of Nicholson, Bridge st, Morpeth

Whalley, David, Blackburn, Lancashire. out of business. July 7 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Whitehouse, Thomas, Warwick, Broker. July 12 at 12 at the Bowling Green Hotel, Bowling Green st, Warwick. Hesp, Warwick

Whittles, James Lawson, and John Lawson Whittles, Bradford, York, Coal Merchants. July 2 at 11 at offices of Peel and Gaunt, Chapel lane, Bradford

Wilkes, George, Walsall, Stafford, Chain Manufacturer. July 7 at 11 at offices of Rhodes, Queen st, Wolverhampton

Willett, Abraham, Rock Ferry, Cheshire, Plumber, July 8 at 2 at offices of Harris and Gorst, Union court, Castle st, Liverpool

Wright, Thomas Henry, and Thomas Charlton, Queen Victoria st, Asphalte Manufacturers. July 6 at 2 at offices of Kennedy, Warwick court, Gray's inn

Yates, William, Barnoldswick, York, Boot Maker. July 5 at 1 at the Thatched House Hotel, New Market place, Manchester. Hartley, Burnley

TUESDAY, June 29, 1880.

Aldridge, James, Tyrrell rd, Peckham rye, House Decorator. July 12 at 1 at offices of Moss, Gracechurch st

Allbrighton, William, Kettering, Northampton, Agent. July 8 at at the George Hotel, Kettering. Preedy

Appleyard, Frank William, West Hartlepool, Durham, Ironmonger. July 12 at 12 at offices of Todd, Surtees st, West Hartlepool

Bailes, Thomas, Durham, out of business. July 9 at 11 at offices of Mawson, North Bailey, Durham

Baily, Thomas Canning, Hogarth rd, Earl's Court, Stationer. July 16 at 3 at offices of Rice and Burnett, Lincoln's inn fields

Baker, John Benjamin, Tipton, Stafford, Ironworker. July 12 at 11 at offices of Coldicott and Co, Castle st, Dudley

Barwell, William, Wellingborough, Northampton, out of business. July 7 at 12 at offices of Hunter and Curtis, Halford st, Leicester

Beagles, Charles, and Samuel Beagles, Nottingham, General Drapers. July 9 at 3 at offices of Cockayne, Fletcher gate, Nottingham

Berzynski, Jacob, Leeds, Tailor. July 13 at 3 at offices of Brooke, Bond st, Leeds

Bridgman, Henry Thomas, Charlton Kings, Gloucester, Grocer. July 13 at 11 at offices of Heath, Regent st, Cheltenham

Broad, Henry, Stafford, Licensed Victualler. July 13 at 3 at the Vine Hotel, Stafford. Morgan, Stafford

Burgess, Henry, Burnley, Lancaster, Chair Maker. July 13 at 3 at the Exchange Hotel, Nicholas st, Burnley. Sutcliffe, Burnley

Burrows, William Sellars, Tickhill, York, Grocer. July 7 at 12 at offices of Mellor, Queen st, Sheffield

Callandar, James, Darlington, Durham, Travelling Draper. July 16 at 3 at offices of Wilkes, Northgate, Darlington

Carruthers, David, Salford, Lancaster, Boot Maker. July 12 at 3 at offices of Cobbett and Co, Brown st, Manchester

Cave, Charles Thomas, Hayes Bridge, Southall, Grocer. July 13 at 12 at offices of Lay, Town hall, Brentford

Chadwick, James Henry, Ferry Bridge, York, Grocer. July 12 at 3 at the Foresters' Room, Crown ct, Wakefield. Mander and Son, Wakefield

Cheeseman, William Stookley, Wandsworth rd, Grocer. July 19 at 3 at offices of Cook and Smith, Adelaide bldngs, London bridge. Pattison and Co, Queen Victoria st

Chiverton, James, Ryde, Wine Merchant. July 13 at 3 at offices of Fardell, Cambrian House Offices, Market st, Ryde

Cloke, Herbert John, South Ashford, Kent, Grocer. July 16 at 1 at offices of Hallett and Co, Ashford

Copley, William, Wakefield, York, Innkeeper. July 13 at 3 at the Foresters' Room, Crown ct, Wakefield. Mander and Son, Wakefield

Costiff, John, New Swindon, Wilts, Draper. July 6 at 10 at offices of Jackson, Albion bldngs, New Swindon

Cowood, Joseph, and Thomas Cowood, Castleford, York, Provision Merchants. July 5 at offices of Roose and Price, North John st, Liverpool, in lieu of place originally named

Croxton, William, Hanley, Stafford, Licensed Victualler. July 8 at 11 at offices of Tennant and Co, Cheapside, Hanley

Danson, Henry, Bradford-cum-Beswick, near Manchester, Beer Retailer. July 12 at 3 at offices of Rigg, South King st, Manchester

Daubney, David, Lavenby, Lincoln, Butcher. July 7 at 10 at offices of Page, jun, Flaxengate

Dennison, Henry, Aston-juxta-Birmingham, out of business. July 10 at 11 at offices of Plant, Cannon st, Birmingham

Dinham, William Henry, Barton-upon-Irwell, near Manchester. July 13 at 11 at offices of Hutchinson, Bull's Head chambers, Market st, Manchester. Needham, Blackburn

Drewett, George, New Maldon, Surrey, Builder. July 13 at 11 at offices of Kempster, Lower Kennington lane, Lambeth

Edge, Charles, Kidsgrove, Stafford, Boot and Shoe Maker. July 9 at 11.30 at offices of Sherratt, Kidsgrove

Ferenbach, Albert, and Martin Howry, Bradford, York, Jewellers. July 12 at 3 at Queen's Hotel, Leeds. Cottam, Bradford

Gadsby, John, Warrender rd, Upper Holloway, out of business. July 12 at 3 at offices of Jackson, Clement's-inn, Strand

Gaunt, David, and John Gaunt, Shaw Syke, Halifax, Cask Dealers. July 9 at 3 at offices of Boocock, Silver st, Halifax

Geall, James Fowell, Bradford Peverell, Dorset, Dorset, Grocer. July 15 at 2 Royal Oak Ine, Dorchester. Weston, Dorchester

Gelder, George, Thomas Field Gelder, and Frederick William Gelder, Huddersfield, Woollen Cloth Manufacturers. July 12 at 11 at offices of Clough, John William st, Huddersfield. Laycock and Sons, Huddersfield

Glover, William Asquith, Dewsbury, York, Boot Manufacturer. July 14 at 2 at offices of Scholes and Son, Leeds rd, Dewsbury

Godwin, Arthur, Forest Gate, Essex, Florist. July 20 at 4 at offices of Hanson, King st

Gray, William, Carlton Iron Works, nr Stockton-on-Tees, Grocer. July 6 at 11 at offices of Catchpole, Argyle buildings, Wilson st, Middlesborough

Grimsley, Henry Samuel, and Frederick Grimsley, Oxford, Sculptors. July 13 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford

Hammick, Thomas, Torquay, Devon, Master Mariner. July 9 at 11 at offices of Carter and Son, Cary buildings, Abbey rd, Torquay

Hargreaves, James, Clitheroe, Lancaster, Draper. July 16 at 10.30 at Old Bull Hotel, Church st, Blackburn. Eastham, Clitheroe

Harrison, William Shaw, Halifax, Coal Merchant. July 9 at 11 at offices of Walshaw, Crown st chambers, Halifax

Hatchard, Edward, Croydon, Commercial Traveller. July 9 at 4 at Old White Hart Inn, High st, Borough

Hayward, Walter, Ashton Keynes, Wilts, Slater. July 6 at 12 at 6, Albion buildings, New Swindon. Jackson

Henton, Nicholas, Llanllawddog, Carmarthen, Carpenter. July 12 10.30 at offices of Griffiths, St Mary st, Carmarthen

Henzell, Septimus Decimus, Hulme, Manchester, Common Brewer. July 12 at 3 at offices of Britson and Grundy, Princess st, Manchester

Hepworth, Burton Joseph, Broughton, Salford, Commercial Clerk. July 14 at 3 at offices of Doyle, Mount st, Manchester

Herbert, Samuel William, Batley, York, Printer. July 12 at 4 at offices of Wooler, Exchange bldgs, Batley

Hill, Hezekiah Elijah, Walsall, Stafford, Butcher. July 9 at 12 at offices of Bill, Bridge st, Walsall

Huey, William Duckworth, Liverpool, Restaurant Pro prietor. July 11 at 2 at offices of Forrest, Fenwick st, Liverpool

Hunt, Arthur, Bristol, Livery Stable Keeper. July 14 at 11 at offices of Freedman, and Co, Victoria st, Bristol. Willmott, Bristol

Jefferson, Ebenezer Walker, Hastings, Chemist. July 2 at 11.30 at 12, Southampton buildings Chancery lane. Meadows and Ellis, Hastings

Jelf, George, Doverdale, Worcester, Farmer. July 14 at 12 at offices of Clutterbuck, The Foregate, Cross, Worcester

Johns, Thomas, Birmingham, Fender Manufacturer. July 12 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

Jones, Daniel, Swansea, Sail Maker. July 9 at 11 at offices of Field, Adelaide st, Swansea

Judd, John, sen, Barnstaple, Devon. Tea Dealer. July 17 at 2 at offices of Incledon and Co, Bridge chambers, Barnstaple

Kane, George, Christian Malford, Wilts, Baker. July 12 at 4 at the White Hart Hotel, Calne. Phillips, Chippenham

Kennedy, Arthur John, Albert mansions, Victoria st, Gentleman. July 23 at 3 at offices of Boxall and Boxall, Chancery lane

King, Thomas Charles, Fearnall Heath, Worcester, Theatrical Manager. July 13 at 11 at offices of Bentley, Foregate st, Worcester

Linton, John, Birmingham, out of business. July 9 at 11 at offices of Eden, Bennett's hill, Birmingham

Long, Albert, Ricketts, Blagdon, Somerset, Yeoman. July 9 at 3 at Swan Hotel, Wotton-under-Edge. Payne and Fuller

Longstaff, Thomas, Hereford, Chemist. July 12 at 11 at offices of James and Bodenham' St Peter st, Hereford

Malcom, John, Measham, Derby, Ironmonger. July 8 at 12 at offices Wilson, Station st, Burton-on-Trent

Mansfield, Edwin, Bath, Bath, Plasterer. July 12 at 11 at offices of Bartrum and Bartlett, Northumberland bldgs, Bath

Marsh, Clement, Hanley, Commercial Clerk. July 10 at 11 at North Stafford Railway Hotel, Stoke-upon-Trent. Hollinshead, Tunstall

McNolty, John, Walsall, Beerseller. July 12 at 3 at offices of East, Temple st, Birmingham

Mercer, John, Preston, Lancashire, Milliner. July 12 at 3 at offices of Forshaw and Parker, Cannon st, Preston

Mewtown, John, Buriawn, Cornwall, Timber Dealer. July 8 at 3 at Molesworth Arms Hotel, Wadebridge. Male and Creber, Wadebridge

Monk, William John, Belchalwell, Dorset, Cattle Dealer. July 10 at 3 at offices of Brennand, Blandford

Morrell, Henry, Birmingham, Metal Spinner. July 12 at 3 at offices of Mathews and Smith, Waterloo st, Birmingham

Morris, Frederick, Salford, Lancashire, Dyer. July 20 at 2.30 at offices of Weston and Co, Norfolk st, Manchester

Nield, William, Fenchurch st, Coffee Dealer. July 15 at 3 at offices of Saffery and Company, Old Jewry. Jackson and Prince, Cannon st

O'Malia, Anthony, Newport, Salop, Licensed Victualler. July 10 at 11.30 at the Old Bell Inn, Newport. Taylor, Wellington

Parry, Edward, Llanerchymedd, Anglesey, Saddler. July 14 at 12.30 at the Queen Hotel, Chester. Dew, Llangefni

Piggott, George, jun, Albert terrace, Kilburn, Greengrocer. July 9 at 3 at offices of Fox, St Mary's sq, Paddington

Bapley, William, High st, Clapham, Corn Chandler. July 19 at 2 at offices of Pannell and Co, Basinghall st. Beard and Sons, Basinghall st
Biley, James, Skelmersdale, Lancashire, Corn Miller. July 12 at 2 at offices of Roose and Price, North John st, Liverpool
Roberts, Eleazar Hafod Bilston, Denbigh, Farmer. July 16 at 12 at he Wynnstay Arms Hotel, Wrexham. Adams, Ruthin
Robinson, Tom, Ossett, York, Dyer. July 9 at 3 at offices of Stapleton, Union st, Dewsbury
Rochfort, Walter Mingay, Wilberforce rd, Hornsey, Medical Practitioner. July 8 at 3 at offices of Lloyd, Finsbury chambers, London wall
Ryder, John, Pudsey, nr Leeds, Wool Merchant. July 6 at 10 at offices of Neill, Kirkgate, Bradford
Sales, James, Streatham common, Bootmaker. July 13 at 3 at offices of Lovett and Co, King William st
Searell, Charles, North Greenwich Station, Cubitt Town, Slater. July 7 at 12 at offices of Stoneham and Legge, Philpot lane
Sidgreaves, Thomas Atkinson, Manchester, Estate Agent. July 20 at 3 at offices of Tucker, York st, Manchester
Smith, William Robert, Cardiff, Draper. July 15 at 12 at office of Tribe and Co, Moorgate st bldngs, Moorgate st. Heard, Cardiff
Sparrow, Henry, Norwich, Butcher. July 10 at 12 at offices of Emerson, Rampant Horse st, Norwich
Stenton, Tom, Barnsley, York, Innkeeper. July 12 at 11 at offices of Marshall and Ownsworth, Church st, Barnsley
Stewart, Adam, Southport, Lancaster, Bookseller. July 22 at 11 at offices of Kerr, Faulkner st, Manchester. Wellsby and Co, South port
Swaine, Alfred, Hildersthorpe, York, Painter. July 10 at 11 at offices of Wray, Market pl, Bridlington
Taylor, James, York, Tobacconist. July 14 at 12 at offices of Wilkinson, St Helens sq, York
Taylor, Joseph, Columbia rd, Hackney rd, Grocer. July 15 at 2 at offices of Vernon, Moorgate st
Thompson, John, Ardwick, near Manchester, out of business. July 9 at 3 at offices of Noel, Cannon st, Manchester. Tremewen, Manchester
Tompsett, Harry, Robertsbridge, Sussex, Merchant. July 13 at 11.30 at the George Inn, Robertsbridge. Philcox, Burwash
Walters, William, Britannia, Glamorgan, Grocer. July 15 at 12 at offices of Rosser, High st, Pontypridd
Ward, Wallace Richard, Wandsworth rd, Furniture Dealer. July 21 at 12 at offices of Moss, Gracechurch st
Warde, George, Leeds, Grocer, July 9 at 3 at Law Institute, Albion-pl, Leeds. Watson, Leeds
Waterfield, Joseph Horton, William Henry Waterfield, and Benjamin Waterfield, Upper Gornal, Stafford, Fire Brick Manufacturers. July 12 at 11 at Five Ways inn, Lower Gornal. Gould and Elcock, Stourbridge
Wheeler, John, Blaenavon, Monmouth, Grocer. July 10 at 12 at offices of Gibbs and Llewelyn, Bridge st, Newport
Wheeler, Samuel, East Croydon, Surrey, Milkman. July 8 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Whitaker, Harriet, and Hannah Starford, Leeds, Grocers. July 9 at 3 at offices of Lodge and Rhodes, Park row, Leeds
Widdrington, William Joseph, North st, Wandsworth, Draper. July 15 at 12 at offices of Jones, High st, Wandsworth
Williams, James Emery, Portishead, Somerset, Licensed Victualler. July 12 at 2 at offices of Silby, Exchange West, Bristol
Williams, John, Holyhead, Anglesea, Grocer. July 13 at 2 at offices of Roberts, Bangor
Wilson, Aaron, Chorley, Lancaster, Grocer. July 12 at 11 at offices of Stanton, High st, Chorley
Wilson, Harry Paul, St Paul's, Bristol, Draper. July 12 at 2 at offices of Beckingham, Broad st, Bristol
Wootton, Thomas Davis, Wolverhampton, Silk Mercer. July 12 at 11 at offices of Willcock, Queen st, Wolverhampton